

Kansas State University – Student Governing Association 2024-2025 Statutes

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Part 1: KSU SGA Policies and Records

Chapter 01: Elections Regulations Code

01-0101

Scope

- A. The Elections Regulations Code (this "Code") shall govern general and special elections of the Kansas State University Student Governing Association (KSU SGA).
- B. All students are bound by the Elections Regulations Code and are subject to the penalties stated for violations of this Code.

01-0102

Definitions

A. Organization

- 1. Campaign. The term "campaign" shall mean people or action(s) organized in support or opposition of a question, candidates(s), or other campaign(s). This includes, but is not limited to, candidates or write-in candidates, campaign staff, and campaign workers.
- 2. Active Campaign. The term "active campaign" shall mean the state of performing campaign actions.
- 3. Candidate. The term "candidate" shall mean any individual who is seeking election to a KSU SGA office.
- 4. Campaign Staff. The term "campaign staff" shall mean any individuals who are authorized by candidates to perform and oversee campaign actions.
 - a. Up to 15 campaign staff may be registered with the Elections Commissioner.
 - b. Registered staff must be qualified students of Kansas State University and must not be paid for their work.
 - c. Campaign staff may only be registered with one presidential campaign.
- 5. Campaign Worker. The term "campaign worker" shall mean any individual authorized by candidates or campaign staff to perform campaign actions.

B. Resources

- 1. Campaign Material. The term "campaign material" shall mean any advertisement, document, or device intended to promote or oppose a candidate or question voted upon by the student body.
- 2. Campaign Expense. The term "campaign expense" shall mean any funds utilized and the retail value of any goods or services donated in support or opposition to a campaign(s). This includes the value of discounts not available to the general public and excludes the value of labor contributed by candidates or campaign staff.
- 3. Campaign Contribution. The term "campaign contribution" shall mean any funds and the retail value of any goods or services donated to a campaign.
 - a. "Personal contribution" shall mean the sum total of campaign contributions from a campaign's candidate(s) and campaign contributions that do not qualify as "student contributions".
 - b. "Student contribution" shall mean an individual campaign contribution from a qualified student of Kansas State University.

C. Activity

1. Campaign Action. The term “campaign action” shall mean any action performed or directed by candidates(s) or campaign staff done in support or opposition to a campaign(s).
2. Distribution. The term “distribution” or “distributing” shall mean sharing to persons who are not candidates or campaign staff.
3. Solicitation. The term “solicitation” or “soliciting” shall mean promoting a campaign to a student organization.
4. Social Media. The term “social media” shall mean any electronic platforms that allow campaigns to create a public presence to perform campaign actions and provide members of the public the ability to view and engage with the campaign.
5. Group Messaging. The term “group messaging” shall mean any electronic platforms that allow campaigns to communicate or coordinate with defined and limited groups of people.
6. Bribery. The term “bribery” shall mean the distribution of cash or gift cards in support or opposition of a campaign(s) or distribution of any material in exchange for explicit promises of support or opposition of a campaign(s).
7. Harassment. The term “harassment” shall mean continued solicitation to an individual beyond initial communicated refusal.

D. Administration

1. Make Public. The term “make public” shall mean to publish on the KSU SGA Elections website.
2. College. The term "college" shall mean the eight academic colleges and the graduate school on the Manhattan campus of Kansas State University.
3. Multi-Winner Election. The term “multi-winner election” shall mean any election contest where multiple equivalent seats are up for elections, such as the election of more than one senator from the same college.
4. Instant-Runoff Voting. The term “instant-runoff voting method” shall mean the ranked voting process described in Section 01-0108 and using the following definitions:
 1. The term “continuing candidate” or “continuing ticket” shall mean a candidate or ticket which has not been eliminated or otherwise disqualified.
 2. The term “exhausted ballot” shall mean a ballot which does not rank any continuing candidate or ticket or has ranked more than one candidate with the same ranking.
 3. The term “continuing ballot” shall mean a ballot which is not an exhausted ballot.

01-0103 Schedule. Unless otherwise noted, all deadlines shall fall at 11:59 p.m. on the listed date. Extensions to deadlines in this schedule may be made by the Elections Commissioner.

- A. Campaigning may begin at 8:00 a.m. on the first day of the spring semester.
- B. Filing
 1. Candidates for President and Vice President must file for office by Tuesday of the third week of the Spring Semester.
 2. All other candidates must file for office by Tuesday of the fifth week of the Spring Semester.
- C. The Elections Commissioner must provide sample ballots to candidates for review by Friday of the fifth week of the Spring Semester.

- D. The Election will begin at 8:00 on Tuesday of the sixth week of the Spring Semester and shall end on Wednesday of the sixth week of the Spring Semester.
- E. Candidates must submit expense reports by the end of the Election on Wednesday of the sixth week of the Spring Semester.
- F. The Elections Commissioner must make public unofficial results of the Election by Thursday of the sixth week of the Spring Semester.

01-0104

Offices

- A. Offices Available
 - 1. President and Vice President. In the General Election, one Presidential candidate and one Vice Presidential candidate shall be elected jointly by the student body.
 - 2. Union Governing Board. In the General Election, all seats for each position available shall be elected by the student body.
 - 3. Student Senators. In the Election, Student Senators shall be elected by the students of their respective colleges. Seats of the Student Senate shall be apportioned among the colleges by the Elections Committee as outlined in the Kansas State University Student Governing Association Constitution and By-Laws.
- B. Filing for Office
 - 1. The Elections Commissioner shall determine and make public the form of filing. This shall include:
 - a. The name of the student
 - b. The student's Wildcat Identification Number
 - c. The student's college of enrollment
 - d. The student's desired office(s)
 - 2. Write-in candidates shall not be required to file the documents necessary under 01-0105.B but shall otherwise be subject to the penalties stated for violations of this Code.

01-0105

Expenses

- A. Contribution Limits
 - 1. Personal contributions shall be limited as follows:
 - a. \$300 for Presidential tickets
 - b. \$125 for Union Governing Board candidates
 - c. \$50 for Student Senate candidates
 - 2. Student contributions shall be limited as follows:
 - a. \$30 for Presidential tickets
 - b. \$10 for Union Governing Board and Student Senate candidates
- B. Reporting
 - 1. All candidates who collect contributions or incur expenses shall complete an expense report. Cooperating candidates for multi-winner elections may jointly report their expenses and contributions.
 - 2. The Elections Commissioner shall determine and make public the form of expense reporting. This shall include:
 - a. The name of the candidate(s) or campaign
 - b. The personal contribution of the candidate(s)
 - c. All student contributions to a campaign, including:
 - i. The date of each student contribution
 - ii. The value of each student contribution

- iii. The Wildcat Identification Number of each contributing student
- d. All expenses incurred by the campaign, including:
 - i. The date of each expense
 - ii. The value of each expense
 - iii. Proof of value for each expense

01-0106

Campaign Restrictions

- A. Campaigns shall not commit actions listed here. Prosecution of such actions shall follow the procedure outlined in 01-0107.
- B. Class I Offenses
 - 1. Violating the Kansas State University Policy and Procedures Manual.
 - 2. Improperly distributing material:
 - a. Leaving campaign materials unattended
 - b. Indiscriminately scattering material
 - c. Engaging in distribution that is not person-to-person
 - 3. Refusing to hide campaign material in Student Governing Association offices or at official Student Governing Association events.
 - 4. Seeking the endorsement of Kansas State University, any of its Colleges, faculty, or staff, excluding student employees who do not use their position for campaign purposes.
 - 5. Disturbing or interrupting class for campaign purposes.
- C. Class II Offenses
 - 1. Engaging in any of the following activities prior to 8:00 a.m. on the first day of the Spring Semester:
 - a. Posting on social media
 - b. Distributing or displaying campaign material
 - c. Soliciting
 - 2. Removing, obstructing, or defacing the campaign material of another campaign(s).
 - 3. Impersonating another campaign(s).
 - 4. Failing to submit an expense report by the deadline established in 01-0103.
- D. Class III Offenses
 - 1. Using a Kansas State University listserv for campaign purposes.
 - 2. Harassment, intimidation, bribery, or fraud with the intent of affecting the outcome of an election.
 - 3. Tampering with ballots or the electronic election system.
 - 5. Obstructing or misleading the Elections Board.
 - 6. Exceeding the contribution limits established in 01-0105.
 - 7. Spending advance funds in anticipation of contributions.
 - 8. Deliberately misrepresenting expenses or contributions.
 - 9. Refusing to submit an expense report.

01-0107

Violations

- A. General
 - 1. All actions in the review of suspected violations shall be documented.
 - 2. The timeline for the review of suspected violations shall be suspended upon the removal, resignation, or permanent inability of the Elections Commissioner to discharge their duties. The timeline shall resume on the approval of a new Elections Commissioner.

3. The KSU SGA Legislative Branch Advisor or their designee shall attend all hearings of the Elections Board.

B. Reporting

1. The Elections Commissioner shall determine and make public the form of violation reporting. Suspected violations must be reported within 24 hours of discovery. At any time prior to the decision, the reporting party may withdraw their report.
2. Within 24 hours of its reporting, the Elections Commissioner shall assess the validity of a suspected violation:
 - a. If the suspected violation, as accused, constitutes a breach of this Code, the Elections Commissioner shall schedule an Elections Board hearing to review the suspected violation.
 - b. If the suspected violation, as accused, would not constitute a breach of this Code, it shall be declined for review. The Elections Board may overturn the Elections Commissioner's decision to decline review by majority vote.
3. Within 24 hours of a validity assessment, the Elections Commissioner shall:
 - a. Notify the reporting party and suspected violator(s) of the assessment.
 - b. Provide the time and location of the Elections Board hearing to the reporting party and suspected violator(s), if applicable.
 - c. Make public the suspected violation.

C. Review

1. All members of the Elections Board shall investigate the suspected violation prior to the hearing. Suspected violator(s) shall have the opportunity to submit a written response and evidence to the Elections Commissioner.
2. The hearing may be rescheduled by the Elections Commissioner, as necessary.
3. Failure of suspected violator(s) to attend the hearing shall not constitute an admission of violation. Both the reporting party and the suspected violator(s) may invite witnesses to provide testimony.
4. At the hearing, Elections Board shall consider, in order:
 - a. Evidence provided by the reporting party
 - b. Statement(s) and evidence provided by the suspected violator(s)
 - c. Evidence discovered by the Elections Board
 - d. Testimony of the reporting party and their witnesses
 - e. Testimony of the suspected violator(s) and their witnesses
 - f. Merit of the suspected violation
 - g. Resultant penalties of the violation, if applicable
5. Upon completion of the hearing, the Elections Commissioner shall make public the Elections Board's decision(s).

D. Penalty

1. Violating candidates shall accrue points according to the severity of their offense, as established in 01-0105:
 - a. For Class I offenses, one point
 - b. For Class II offenses, two points
 - c. For Class III offenses, four points

2. Candidates shall be disqualified from seeking office if they accrue more than three points. Disqualified candidates shall not be eligible for election by write-in.
3. The Elections Board may modify penalties, as appropriate.
4. No student shall be levied a fine for any offense, except as restitution for damaged or destroyed property.

E. Appeal

1. Decisions of the Elections Board may be appealed by any party named in the violation report on the following grounds:
 - a. The Election Board failed to follow the review procedure prescribed in this Code.
 - b. There is new evidence that was not considered at the time of the Election Board's decision.
 - c. The Election Board's decision was reached in a biased, arbitrary, or discriminatory manner.
2. Appeals must be filed with the Chancellor of the Student Tribunal within seven hours of the Election Board's decision. Any decision of the Election Board shall be valid until the ruling of the Student Tribunal.
3. If the Chancellor of Student Tribunal determines that the appeal was made on appropriate grounds, they shall notify all involved parties and the Elections Commissioner.
4. Within 24 hours of filing, the Student Tribunal shall hear the appeal. The appeal shall follow the procedure outlined in the KSU SGA By-Laws, except where otherwise instructed in this Code.
5. Upon completion of the appeal hearing, the Chancellor of the Student Tribunal shall provide the Student Tribunal's decision to all involved parties and the Elections Commissioner, who shall make it public. The Student Tribunal's decision shall be final.

01-0108

Election System

- A. The Elections System is the electronic voting system procured by the Office of Student Programs and Involvement.
- B. The Elections Commissioner shall be responsible for establishing and maintaining the election system during the Election.
- C. Ballots.
 1. Ballots shall include all offices to be elected and referenda or initiatives to be voted upon.
 2. Candidates shall be listed on the ballot in random order. The name of the candidate shall be listed as requested by the candidate in their filing. At a minimum, candidates must use their last name as registered with the University.
 3. For the office of President and Vice President, ballots shall allow candidates to be ranked according to the voter's preference.
- D. The elections system shall remain accessible for not less than eight continuous hours for each day of the Election. The Elections Commissioner shall have the discretion to maintain the Elections System beyond these time requirements.
- E. Tabulation.
 1. Votes for all offices shall be counted electronically by the elections system. Vote totals shall not be distributed prior to the closing of the polls.
 2. The vote required for election to the office of Student Body President

and Student Body Vice President shall be a majority of preferences from continuing ballots cast in the General Election. The vote required for election to Student Senate and Union Governing Board shall be a plurality of votes cast.

3. Procedure for Presidential Elections. Ballots in the election for the President and Vice President shall be counted by the instant-runoff voting method, as described here:
 - a. The first round of counting shall tally the first preferences of all voters.
 - b. Subsequent rounds of counting shall allocate continuing ballots to their highest preference among continuing tickets.
 - c. If a ticket receives a majority of the preferences from continuing ballots in a round, that ticket shall be elected. Otherwise, the ticket in last place shall be eliminated and a subsequent round shall be initiated.
 - d. If two or more tickets are tied for the fewest preferences from continuing ballots in a round, all tied tickets shall be eliminated at once.

01-0109 Certification of Elections

- A. Submission to Student Senate. The Elections Commissioner shall submit the unofficial General Election results to the Senate Operations Standing Committee. The Senate Operations Standing Committee shall author a resolution for submission to the Student Senate at the second regular meeting of the Student Senate following the General Election. Races in which the Elections Commissioner does not believe the results are valid due to pending questions shall not be submitted by the above deadline.
- B. Ties. Ties shall be broken by the Student Senate of the prior elected term.
 1. Ties for the office of Student Senator shall be broken by their respective college caucus.
 2. Ties for the office of Student Body President and Vice President or Union Governing Board shall be broken by the whole of Student Senate.
- C. Adoption by Student Senate. The unofficial results shall become official upon their adoption by a majority vote of the Student Senate. Student Senate shall not amend the submitted election results.
- D. Annulment. If, after adoption by a majority vote of the Student Senate, material evidence is discovered to find any election results in doubt, the Student Tribunal may annul the affected sections of the adopted elections results.
- E. Special Elections. The Elections Commissioner may call an election to rectify problems with election results. An emergency or special election shall be held in accordance with the provisions of this Code.

01-0110 Post Election Review

The Elections Commissioner shall, within three weeks of the end of the election, submit a report in writing to the Senate Operations Standing Committee that shall include a complete analysis of the election held and any recommendations on how to improve future elections. The Elections Commissioner shall, upon completion of the report, appear before the committee to present their findings.

01-0111 Records

- A. Documentation of violations reviews, decisions, and appeals shall be kept for a period of five years.
- B. Expense Reports shall be kept for a period of one year.

Chapter 02: Internal Measures of Student Senate

02-01 *Student Senate Standing Rules*

- 02-0101 Pledge of Allegiance
- A. The Pledge of Allegiance shall immediately follow the calling to order of each Student Senate meeting.
- 02-0102 Indigenous Land Acknowledgment
- A. An Indigenous Land Acknowledgment shall be ready by the Speaker of the Student Senate immediately following the Pledge of Allegiance.
- B. The Indigenous Land Acknowledgment shall read as follows: “I want to begin our Student Senate meeting taking place on Thursday, (Month) (Day) (Year) with a Land Acknowledgment. We recognize that Kansas State University, as the first land grant institution, stands on the ancestral lands of the Kaw people. Our state of Kansas is the home of four federally recognized Native nations: the Iowa, Kickapoo, Prairie Band Pottawatomie, and Sac and Fox. We must remember that the land serving as the foundation for this institution was, and still is, stolen land acquired by White settlers. We pledge our commitment to creating decolonized spaces at the university, while advocating for the support and future success of Indigenous faculty, staff, and students at K-State.”
- 02-0103 Open Periods
- A. Each regular meeting of Student Senate shall begin with an Open Period, during which any individual without speaking privileges may address Student Senate. Each individual shall be allowed ten minutes unless extended by majority vote. Speaking time may be extended for a maximum of two minutes and shall not be extended more than once. After an Open Period speaker has concluded their presentation, those with speaking privileges may ask questions for a period lasting not more than four minutes unless extended by a majority vote. Questioning time may be extended for a maximum of four minutes and shall not be extended more than once. Debate with the speaker will not be allowed.
- B. The Speaker of the Student Senate will recognize any guest who indicates a desire to speak.
- C. Each regular Student Senate meeting shall end with an Open Period, during which any individual with speaking privileges may address Student Senate on any issue. Each speaker shall be limited to five minutes. After an Open Period speaker has concluded their presentation, those with speaking privileges may ask questions for a period lasting not more than three minutes.
- 02-0104 Reports
- A. Committee Reports and Director's Reports shall be limited to not more than five minutes for each Report, unless the person giving the Committee Report yields to another person. In such case, the person yielded to will be allowed a time limit of five minutes. Student Senate may allow either person to continue beyond five minutes by majority vote. Following each committee report will be a question period for those with speaking privileges that will last no longer than five minutes, unless extended by majority vote.
- B. The Speaker of the Student Senate, their representative thereof, or a committee chair shall give a report regarding each piece of legislation that was not referred out of committee. If a committee fails to meet a quorum to vote on legislation, did not meet the subsequent week, or failed to complete its agenda for that

meeting, then this must be relayed to Student Senate. If a piece of legislation is held in committee, then it is not necessary to relay its status again until and unless further action is taken.

02-0105

General Orders

- A. Candidates for the office of the Speaker of the Student Senate shall require a nomination and a second. At the first regular meeting of the newly elected Student Senate, each candidate shall be allowed ten minutes to present their campaign. After each candidate has concluded their presentation, those with speaking privileges may ask questions for a period lasting not more than five minutes unless extended by majority vote. Candidates shall require a majority vote to win. The newly elected Speaker shall begin chairing Student Senate immediately upon winning the election and taking the Oath of Office.
- B. Candidates for the office of the Speaker pro tempore of the Student Senate shall require a nomination and a second. At the second regular meeting of the newly elected Student Senate, each candidate shall be allowed ten minutes to present their campaign. After each candidate has concluded their presentation, those with speaking privileges may ask questions for a period lasting not more than five minutes unless extended by majority vote. Candidates shall require a majority vote to win.
- C. Candidates for all other positions elected by Student Senate shall require a nomination and a second. Each candidate shall be allowed ten minutes to present their campaign. After each candidate has concluded their presentation, those with speaking privileges may ask questions for a period lasting not more than five minutes unless extended by majority vote. Candidates shall require a majority vote to win.
- D. Candidates for all positions elected by Student Senate shall only be allowed to be in the room for the portions they are presenting. Candidates for all positions elected by Student Senate shall not be allowed to distribute physical campaign materials.

02-0106

Debate

- A. Student Senators, Student Senate Executive Committee members, Cabinet members, KSU SGA Phase II Interns, designees of the Division of Student Programs and Involvement and the Coordinator of Student Programs and Involvement shall have speaking privileges.
- B. All KSU SGA committee members shall have speaking privileges during questions and debate on bills and resolutions authored by them or sponsored by their committees. Committee members are allowed to ask questions on issues of relevance which have been assigned to their respective committees.
- C. Individuals may speak twice on each piece of legislation and twice on each amendment. All other motions refer to Roberts Rules of Order.
- D. Individuals with speaking privileges, having been recognized by the Speaker of the Student Senate, may speak and/or yield time to one individual without speaking privileges to ask questions or speak during debate. The floor and any remaining time are relinquished to the person yielding after the individual without speaking privileges has concluded his/her questions or debate. Yielding time to debate shall be recognized as a single debate period for the individual yielding time.
 - 1. A speaker may not yield their speaking rights to someone that has speaking privileges.

- E. Those debating legislation, having been recognized by the Speaker of the Student Senate, must stand while speaking, unless physically incapable.
- F. The procedure for debate will involve one person of either positive or negative standing to address the body, followed by a person from the other side. Debate will end when the question is called and adopted, or when the debate list is exhausted.
- G. Any amendment brought in writing before the Speaker of the Student Senate will take precedence to the Speaker's list.
- H. There shall be a time limit of four minutes for each person with speaking privileges for debate. Student Senate may extend the period of time for debate by majority vote.

02-0107

Legislative Procedures

- A. A quorum of the Student Senate shall be required for legislation to be considered. A majority of those Senators then selected and qualified shall constitute a quorum. Proxies shall not be counted in determining a quorum. In the absence of a quorum, Senators present may take steps necessary to attain a quorum and/or penalize those not present. If no quorum can be obtained after appropriate measures, a roll call shall be taken before the meeting is adjourned.
- B. All legislation shall be considered at two regular meetings, unless a motion to move special orders is adopted by a two-thirds vote. A motion to move special orders is debatable. The first consideration shall be entitled Introduction of Legislation which shall consist of the reading of the legislation in its entirety followed by a question period only. A motion to dispense with introductory readings shall require a two-thirds vote. The second consideration shall be entitled Final Action, which shall consist of the reading of any changes to the legislation followed by a debate period. If the legislation has been substantially amended in committee, it shall be reprinted. A motion to read the legislation during Final Action shall require a majority vote.
- C. Resolutions for the approval of appointments and resolutions of commendation may be introduced and acted upon at the same meeting.
- D. Authorship and Sponsorship. Legislation must list both authors and sponsors separately if such lists are different.
 - 1. The author list of a piece of legislation may include any person who worked on creating or drafting the legislation, in whole or in part, in any order the authors may choose.
 - 2. The sponsor list of a piece of legislation shall include any person or committee who may sponsor the legislation that the authors wish to include. The sponsor list shall be organized with committees at the beginning, followed by individual names in alphabetical order by last name. Any person who is listed as an author may not also be listed as a sponsor.
 - 3. All legislation must be authored or sponsored by at least a Student Senator, the Speaker of the Student Senate, the Speaker pro tempore of the Student Senate, a standing committee chair, a standing committee, another legislated Student Senate committee, as described in the By-Laws, or a legislatively chartered special committee. Sponsors must be members of the KSU SGA, as defined by the KSU SGA Constitution, and may include the Student Body President, the Student Body Vice President, and the Attorney General. The Speaker of the Student Senate

- may individually author resolutions of appointment, commendation, standing rules, and bills of impeachment.
- 4. A Student Senator may not be an additional sponsor of legislation that has been sponsored by a committee of which they are a member.
- E. All legislation, after Introduction of Legislation, shall be referred by the Speaker of the Student Senate to a standing committee or special committee. Student Senate may, with a majority vote, move to refer the legislation to a different standing committee or special committee. If this motion is successful, then the legislation will be referred to the new committee only. This motion may only be carried out once per piece of legislation in the same meeting of Student Senate. The legislation will be returned to Student Senate for Final Action, unless held by a majority vote of the committee.
 - 1. The committee shall report the legislation with a recommendation that it either be passed or not passed, or without recommendation.
 - 2. The vote of the committee will be presented with the recommendation.
 - 3. The committee's recommendation, including vote totals, shall be printed next to the corresponding legislation on Student Senate agendas.
 - 4. Legislation referred to a standing committee or special committee, prior to the first scheduled meeting of the committee, shall remain referred to the committee until such a time that a regularly scheduled meeting of the committee can be held, and a vote can be taken.
 - 5. Standing or special committees may, by majority vote, refer legislation that has been referred to them by Student Senate to another existing standing or special committee.
- F. A roll call vote shall be taken when requested by fifteen (15) Senators. All bills shall require a roll call vote for passage unless otherwise noted. A vote, roll call or otherwise, shall be taken immediately after debate has been concluded on an issue unless otherwise determined by a two-thirds vote of the Student Senate.
- G. All bills and resolutions shall be typewritten.
- H. Only those voting in the positive or negative will be used in determining a majority. Those not wishing to vote shall do so by abstaining. An abstention shall not be counted as a vote.
- I. Previous notice for a proposed Constitution and/or By-Laws amendment shall include the substance and intent of such an amendment, unless otherwise excused by the Speaker of the Student Senate.

02-0108

Allocations

- A. An allocation shall be defined as an allocation that Approved by the Student Allocations Standing Committee by a three-fourths majority vote in the affirmative of those members present and voting; and
- B. Each allocation shall be submitted as an individual piece of legislation and shall be subject to all regulations governing legislation unless otherwise provided for.
- C. All allocations shall be considered at two regular meetings unless Student Senate passes a motion to move special orders. A motion to move special orders in reference to allocations is not allowed unless the allocation(s) is/are considered in Introduction of Legislation. The first consideration shall be entitled Introduction of Allocations, which shall consist of the reading of the amounts of each allocation by the Speaker of the Student Senate and the entity that each allocation corresponds to. The second consideration shall be entitled Approval of Allocations.

- D. Student Senate may consider legislation for all allocations with a single majority vote in the affirmative. Legislation for allocations shall neither be read nor debated.
- E. Legislation for all allocations may be approved with a single majority vote in the affirmative.
- F. An allocation shall be considered in Introduction of Legislation if not yet considered, or in Final Action if already considered, if any of the following are true:
 - 1. A motion to consider the legislation in Introduction of Legislation, or debate the legislation in Final Action, is moved and seconded.
 - 2. Any amendments to the legislation are necessary.
 - 3. The Student Allocations Standing Committee Chair, the Senate Operations Standing Committee Chair, or the Speaker of the Student Senate deem it necessary.

02-0109

Limitations on Motions

- A. Modifications (friendly amendments) by the authors(s) may be made to legislation during the question period and may be made by unanimous consent during debate.
- B. The question shall not be called until after five speakers in the affirmative and five speakers in the negative have been given the opportunity to present before the Student Senate. Thereafter, any Student Senator may call the previous question without being recognized for debate.
- C. When a bill or resolution is divided into parts, each part of the original bill or resolution so divided shall have the original bill's or resolution's number with a letter of the alphabet added thereto. Each such new bill or resolution shall be presumed to have been read once previously. All allocations bills shall have separate numbers.
- D. Amendments to amendments shall not be allowed. Amendments to a main motion shall be debated and decided upon before any other amendments shall be allowed.
- E. No motion for adjournment shall be in order until the agenda of the Student Senate is completed, unless a quorum is lost and is unattainable.
- F. A motion to reconsider final action on a bill or resolution requiring the signature of the Student Body President is in order at any meeting of the Student Senate, if the bill or resolution is still in the possession of the legislative branch.
- G. A Point of Information shall be in order when no speaker is recognized for debate or questions and shall be directed to the Speaker to be answered or referred at the Speaker's discretion.
- H. A Point of Clarification shall be considered a motion that brings a clarification before the assembly. Clarifications are made when no debate or other motion is pending.
- I. Any motion to extend time for debate or questions by an unspecified amount of time shall be out of order.

02-0110

Student Senate Voting

- A. A Student Senator may vote only when seated.
- B. The Speaker of the Student Senate shall vote only in the case of a tie.

02-0111

Committee Meetings

- A. A quorum for each standing committee shall be required for legislation to be considered. A quorum, unless otherwise provided, shall be a majority of the committee excluding the Chair.
- B. All questions shall be considered informally in Student Senate committees. The total vote for or against each action shall be recorded in the committee minutes. The committee chair may vote only in the case of a tie.
- C. Attendance shall be kept by the Chair for each Committee meeting. Excused absences may be granted at the discretion of the Chair of the Committee.

02-0112 Limitation on Campaigning.

- A. No election campaigning, as defined in KSU SGA Statute 01-0102, shall be allowed during any Student Senate meeting at which official KSU SGA business is conducted.

02-0113 Attendance Policies

- A. Roll shall be called at the beginning and end of each Student Senate meeting immediately following the Pledge of Allegiance and at the completion of the meeting agenda. Each roll call missed shall count as one-half of an absence, unless the person is already excused for the meeting. No one can receive more than one unexcused absence for each meeting of Student Senate.
 - 1. SGA Mentee attendance requirements shall be set by the Emerging Leaders Coordinators upon the Mentees' acceptance into the program.
- B. In determining whether an absence is excused or unexcused, the Speaker of the Student Senate shall use the following policy:
 - 1. Excused Absences. All absences will be considered excused if the Speaker of the Student Senate is notified more than 24 hours in advance and a proxy is designated, and the absence is taken for at least one of the following reasons:
 - a. Academic Purposes, including scheduled classes, scheduled study/review sessions, and exams
 - b. Non-recurring participation in extracurricular activities
 - c. Work-related circumstances
 - d. Mental and/or Physical Health
 - e. Reasons related to disability, religious observances, or any other characteristic protected by law
 - f. Family Emergencies
 - g. Any other reasons at the discretion of the Speaker of the Student Senate
 - 2. Special Case Excused Absences. Circumstances exist that prevent such advanced notification, therefore Student Senators shall be allowed six excused absences per term to be taken for the following reasons if the Speaker of the Student Senate is notified less than 24 hours in advance, but prior to the start of Senate, and if a proxy is designated:
 - a. Mental and/or Physical Health
 - b. Academic Purposes
 - c. Unanticipated work-related circumstances
 - d. Family Emergencies
 - 3. Unexcused Absences. All other absences will be considered unexcused.
 - 4. The Speaker of the Student Senate will consider all other circumstances on an individual basis. This specifically includes any emergency situations which may arise.

- C. A hybridized option will be provided through a Web Conferencing Platform by the Speaker of the Student Senate to guarantee accessibility to Student Senate meetings. In determining use of the hybridized option by Student Senators, the following policy shall be used:
 - 1. If a Student Senator is unable to physically attend Student Senate, but would still like to attend, they may request to attend Student Senate via the approved Web Conferencing Platform on the Student Senator Web Conferencing Platform Form:
 - a. Requests to attend via the approved Web Conferencing Platform must be submitted at least 1 hour before the start of a Student Senate meeting and will be reviewed by the Speaker of the Student Senate.
 - b. Student Senators will be notified if their request is approved or denied and, if approved, will receive the Web Conferencing link via email before Student Senate.
 - c. If a request is denied, Student Senators will be expected to designate a proxy to vote in their place if they will be absent for the meeting.
 - 2. For the purposes of roll call and attendance, attending Student Senate via a Web Conferencing in the hybridized model of Student Senate will not count as an absence.
 - 3. Requests to attend Student Senate via the approved Web Conferencing Platform will be approved for the following reasons:
 - a. Physical distance requirements
 - b. Sickness or physical health
 - c. Family obligations
 - d. Any other reasons at the discretion of the Speaker of the Student Senate

- D. A total of three unexcused absences from Student Senate shall be grounds for expulsion. A total number of absences from Student Senate that exceeds half the meetings in the given term shall be grounds for expulsion. A total of three unexcused absences from committee meetings shall be grounds for expulsion.

- 02-0114 Robert's Rules of Order.
 - A. All procedures not specified in the KSU SGA Constitution, By-Laws, or Student Senate Standing Rules shall follow Robert's Rules of Order, Newly Revised.

- 02-0115 Amendments to and Continuance of Standing Rules
 - A. Any changes to these Standing Rules shall be approved by a majority vote of Student Senate.
 - B. These Standing Rules shall continue in force and effect until amended.

Chapter 03: Student Programs and Involvement Policies

[University Boards and Councils created by Student Governing Association may, at any time, amend their constitution and/or by-laws; however, the amendments do not take effect until approved, in resolution form, by Student Senate. When Student Senate considers constitutional or by-laws amendments passed by these boards and councils, it may not alter the amendments. Student Senate must either approve or disapprove the legislation as proposed.]

03-01 Student Funds & Ethical Responsibilities

- 03-0101 Student Senate adopt the Ethical Investment Policy drafted by the Investment Ad Hoc Committee:
- 03-0102 An ethical investment policy is one that conforms to standards consistent with, and is reasonably expected to result in, the promotion and protection of fundamental human rights and freedoms.
- 03-0103 In keeping with such a policy, therefore, the Kansas State University Student Senate rejects the investment of student monies in companies which:
- A. Promote discriminatory practices based on, but not necessarily limited to gender, race, national origin, sexual preference, religion, personal opinions, and/or economic situation.
 - B. Limit the rights of people, include their own employees, to enjoy physical well-being, health, hygiene and a safe environment.
- 03-0104 As an initial statement in support of the Ethical Investment Policy, Student Senate divest all student monies from companies doing business in South Africa.
- 03-0105 Student Senate make efforts to assume more responsibility in the decision-making process of its investments.
- 03-0106 Student Senate request representation on the KSU Foundation Executive Committee as one means of assuming responsibility for student investments.
- 03-0107 Student Senate send Faculty Senate a copy of the committee's report for their consideration.

Chapter 04: Student Referenda

Previous Referenda

Senior Referendum, passed by Student Senate on April 28, 1969 as SB 69/4/1.

Fall 1969 Student Referendum, passed by Student Senate on May 20, 1969 as SB 69/7/3.

Recreational Services Referendum, passed by Student Senate on January 29, 1976 as SB 75/76/56.

New K-State Coliseum Referendum, passed by Student Senate on February 2, 1978 as SB 77/78/40.

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Second New K-State Coliseum Referendum, passed by Student Senate on December 7, 1978 as SB 78/79/27.

Non-Revenue Sports Scholarship Fee Referendum, passed by Student Senate as SB 86/87/34.

Athletic Fee Referendum, passed by Student Senate on March 7, 1989 as SB 89/12.

Recreational Services Referendum, passed by Student Senate on October 18, 1990 as SB 90/43.

Recreational Services and Farrell Library Referendum, passed by Student Senate on October 8, 1991 as SB 91/50.

Student I.D. Referendum, passed by Student Senate as SB 93/94/65.

K-State Student Union Expansion and Renovation Referendum, passed by Student Senate as SB 93/94/63.

Stadium Expansion Referendum, passed by Student Senate on October 23, 1997 as SB 97/98/43. [Referendum failed by 11%: 49% favored, 51% opposed.]

Student Activities Center Referendum, passed by Student Senate on October 19, 2001, as SB 00/01/37. [Referendum failed by 41%: 19% favored, 81% opposed.]

Center for Student Activities Referendum passed by Student Senate on March 31, 2005 as SB 04/05/82 [Referendum failed by 12%: 48% favored, 52% opposed.]

Referendum for Recreational Services Expansion passed by Student Senate on October 18, 2007 as SB 07/08/27. [Referendum passed by 12%: 72% favored (3319 votes), 28% opposed (1275 votes). 4594 total votes.]

Chapter 05: Student Plebiscites

Previous Student Plebiscites

Engineering Student Fee Opinion Poll, passed by Student Senate on November 29, 1990, as SB 91/01.

Students Call a Ride Program Plebiscite, passed by Student Senate on March 6, 1997, as SB 96/97/130.

Parking Garage Plebiscite, passed by Student Senate on March 6, 1997, as SB 96/97/134.

Grading Systems Plebiscite, passed by Student Senate on October 23, 1997, as SB 97/98/36.

SafeRide Plebiscite, passed by Student Senate on February 21, 2002, as SB 01/02/55.

Part 2: SGA Funding Regulations

Chapter 06: Universal Funding Regulations

06-0101 UNIVERSAL FUNDING DEFINITIONS AND STATUTES
Student Governing Association
Kansas State University

06-0102 Definitions

A. For the purpose of these Funding Statutes, including but not limited to KSU SGA Statutes Chapters 06 through 13, the following definitions shall apply:

1. Student Organization. A Student Organization shall be any registered organization whose primary officers and 80% of the organization's membership are Kansas State University students.
2. Academic Competition Team. An Academic Competition Team shall be a registered organization designated by the Student Allocations Committee Chair as having a vested interest in attending competitions at which such teams represent the University and its Colleges to further the academic and educational status of the University as a whole.
3. Sports Club. A Sports Club shall be a registered student organization competing at an intercollegiate level, excepting at a "varsity" or Division level through the National Collegiate Athletic Association (NCAA). To qualify as a Sports Club, a student organization must submit a calendar of competition with other Universities.
4. Fine Arts Student Organization. A Fine Arts Student Organization shall be any organization whose primary purposes are directly related to the arts.
5. Campus Wide Organization. A Campus Wide Organization shall be any registered student organization not currently registered as an academic competition team, a sports club, fine arts student organization, or as a college council organization.
6. University/Community Organizations. A University/Community Organization shall be any campus wide organization of which at least 50% of the membership is Kansas State University students.
7. Graduate Student Council. The Graduate Student Council shall be the governing body of all the graduate students of the university.
8. Institutional Service. An Institutional Service shall be any organization so designated by the Student Allocations Committee whose sole purpose is to provide services to Kansas State University students.
9. Multicultural Student Organizations. Multicultural Student Organizations shall be defined as a student organization that plans a heritage month, including the Asian American Student Union, Black Student Union, Hispanic American Leadership Organization, and the Native American Student Association,
10. Student. A student shall be any KSU student enrolled in a minimum of one (1) hour.
11. Lecturer, Speaker, or Entertainer Fees (LSE Fees). LSE Fees shall include any requests by an organization to bring a speaker to campus, including their travel, lodging costs, food, and fee to perform a planned project or event.
12. Recruitment. Recruitment shall be defined as any act by a KSU student (or students) trying to persuade potential college students to attend KSU.

06-0103

Universal Requirements

- A. The organization must be a student group currently registered with Student Programs and Involvement
- B. Organizations that receive funds directly from the Student Services Fee Committee or Student- Centered Tuition Enhancements may not receive funds from the Student Activity Fee or the student organization line item of the Fine Arts Student Services Fee.
- C. If the Student Allocations Committee Chair determines a student organization receives an annual budget from a Student Services Fee or Tuition-Enhanced Allocations agency, the student organization is not eligible for funding from the Student Activity Fee.
- D. A student organization may not receive funding from the Diversity, Equity, Inclusion, and Belonging Committee and the Multicultural Heritage Month fund for the same event.
- E. Student organizations whose events are funded by the Multicultural Heritage Month fund may not receive additional Student Activity Fee funding for that event, but may receive Student Activity Fee funding for other events.
- F. The organization must be registered for forty-five (45) days prior to the date of the event to receive Student Activity Fee funds.
- G. The organization may not be allocated funds while on probation as designated by the Student Allocations Committee Chair.
- H. Open Projects. All projects sponsored with student fee funds must show an educational benefit to the students of the University, must be open to all students of the University, and must be free to all students of the University. Such projects must also be held on the University campus or within the Manhattan Community.
- I. Candidate Advocacy. Allocations made to student groups under these statutes shall not be used for the purpose of expressly advocating nomination, election, or defeat of a clearly identified candidate or party to a federal, state, local, or campus office.

06-02

Universal Funding Administration Regulations

06-0201

Control of Allocated Funds

- A. Spending of all allocated funds must be approved by the Speaker pro tempore of the Student Senate and a KSU SGA advisor. If alteration of budget is necessary, organizations must have the approval of the respective committee chair.
- B. Individual accounts shall be recorded so as to include each purchase and an up-to-date balance.

06-0202

Administration

A. Organization Designations

- 1. The Student Allocations Committee Chair shall classify all registered organizations as either eligible or not eligible for funding based on the Kansas State University Student Governing Association Statutes.
 - a. Reclassification. The Student Allocations Committee Chair shall have the power to reclassify any student group if the existing classification shall have been found to be in error, or if the nature of the group has changed.

2. The Student Allocations Committee shall have the authority to determine and designate Institutional Services subject to the approval of Student Senate.
- B. Funding Sources
1. Respective Fee Allocation. Funding requests under the Student Activity Fee Funding Statutes may only be allocated from the respective funding percentage of the fee and its respective reserve account.
 2. Student Activity Fee, Only Source. Funding requests under the Funding Statutes may only receive SGA funding from the Student Activity Fee.
- C. Financial Records
1. Maintenance. Each organization shall be required to maintain reasonable financial records detailing all income and expenditures.
 2. Inspection. An organization's financial records must be made available at the written request of the respective Chairperson holding jurisdiction.
- D. Violations
1. Consequences. The Student Allocations Committee may place a temporary hold on funding for any project or projects associated with an organization if an organization deviates from University policy or the Funding Statutes in administering Student Activity Fee Funds. Such hold shall remain in effect until the next Student Allocations Committee meeting, at which point the Student Allocations Committee shall review the justification for the hold, and either uphold or strike down the hold. Serious violations, as determined by the Student Allocations Committee, shall be referred to the Student Senate, which shall have the authority to revoke funding provided to such an organization. Each organization shall be responsible for the proper handling of all Student Fee Funds.

Chapter 07: Student Activity Fee Funding Regulations

07-0101 STUDENT ACTIVITY FEE FUNDING STATUTE
Student Governing Association
Kansas State University

07-0102 General

- A. Student Activity Fee Requirements. In order to request funds from the Student Activity Fee in any semester period, an organization must fulfill each of the following requirements:
 - 1. The organization must submit to the Student Allocations Committee Chair a statement of the fundraising activities of the organization over the past year, including the specific events and the amounts raised. This statement must be submitted with the organization's funding request(s).
 - 2. Differentiation of Projects. If an organization is submitting multiple requests, each funding request must be distinct and independent, and must be related to the goals of the organization itself.
 - 3. Fund Raising. All groups should make a reasonable effort to raise funds, either through dues or other events. While not a requirement for funding, the Student Allocations Committee may, at its discretion, reject funding for any requested materials, which would commonly be paid for by fund raising.
- B. Student Activity Fee Budget.
 - 1. The annual Department Budget will be allocated at the minimum amounts that must be allocated to fund these areas, should appropriate projects be available. However, at the discretion of the Student Allocations Committee and with approval from Student Senate, additional funds may be dispersed from the respective reserve accounts, if available.
- C. Allocation of the Student Activity Fee.
 - 1. The Student Activity Fee, which is collected as part of the tuition and fees paid by students, is allocated by Student Senate based on recommendations from the Student Allocations Committee and is subject to the approval of the Student Body President.
 - a. Allocation of funds by Student Senate shall be made public as soon as conveniently possible.
 - b. The KSU SGA Budget Office shall credit organizations allocated funds with the amount of money allocated by Student Senate and pay the bills against the funds in accordance with university regulations and the KSU SGA Funding Regulations.
 - c. The KSU SGA Advisor in consultation with the Speaker pro tempore of the Student Senate shall approve expenditures of the respective allocations that have been approved by Student Senate.
 - d. The Speaker pro tempore of the Student Senate may conduct random audits of Affiliated Student Organizations and Institutional Services as they see fit.
 - e. A Reserve for Contingencies account shall be available for special allocations by Student Senate, and its balance shall be carried over from year to year.

On-Campus and Travel Funding

- A. Request Requirements. Requests for funding of projects from the Student Activity Fee may be made by Registered Student Organizations fulfilling all requirements through the completion and submission of a funding request form, available from Student Programs and Involvement. A separate funding request form must be submitted for each project the organization wishes to hold.
1. Budget Request Form. The budget request form shall be available from Student Programs and Involvement, must be completed in accordance with the form's instructions, and must be submitted no less than 35 days prior to the event requested for. Funds requested for a project must be divided into separate categories, outlined below. Each category must have a detailed description of the items requested and an estimate of the cost of each item.
 - a. Promotions. Promotions shall include any expense related to the advertisement of an activity, such as Collegian advertisements, KSDB or any radio advertisements, leaflets or posters, and other such materials as determined by the Student Allocations Standing Committee.
 - b. Lecturer, Speaker, or Entertainer Fee (LSE Fees). LSE Fees shall include any funds requested by an organization in order to bring a speaker to campus, including their travel, lodging costs, food, and fee to perform a planned project or event.
 - c. Rent of Space and Equipment. Rent of space and equipment shall include any expenses related to renting rooms or other areas for performances, and other such events, as well as any costs related to rental of tables and chairs, movie projectors, or other necessary materials for a project.
 - d. Films. Films shall include any expense for the rental of movies, documentaries, recorded theatrical shows, or other such events.
 - e. Travel. Travel shall be defined as a request for funds to pay expenses related to transportation, lodging and subsistence for Kansas State University students. Each Organization may be allocated up to a total of \$1,500.00 between their two travel projects per fiscal year. Each travel project allocation shall be limited to \$150.00 per student traveling.
 - f. Other. This category shall include any expenses for items that do not reasonably fit in the above categories, as determined necessary by the Student Allocations Committee, however, this category shall be subject to the limitations on funding, listed below.
 2. Deadlines. Funding requests for the current year will be considered on a rolling basis, but must be submitted no later than 35 days prior to the date of the project, excepting the following:
 - a. Any requests for events held April 1 through September 30 must be submitted by the first Friday in February.
 - b. Any requests for events held December 1 through February 15 must be submitted by the first Friday in November.
 - c. All Open House requests must be submitted by the first Friday in December.

- d. All Academic Competition Team requests must be submitted by the last Friday in February.
- B. Jurisdiction and Power.
 - 1. Requests for on-campus events and travel expenses shall be reviewed by the Student Allocations Committee, the Chair of which shall be responsible for ensuring appropriate legislation is introduced to Student Senate concerning the funding of student groups under its purview.
- C. Committee Discretion and Consideration.
 - 1. The Student Allocations Committee's discretion shall include, but not be limited to, the ability to discern the presence and/or lack of educational value in an event, the sufficiency of educational value of an event in regards to the level of funding requested, and the merit of an event. For travel requests, the committees' discretion will include determination of active membership.
 - a. Active Membership. Active membership shall be defined as attending 2/3 of all organization functions (i.e. events, meetings) or demonstrating a commitment to the organization's growth and success.
 - i. If an organization chooses to define active membership through demonstration of commitment the committee may request further documentation.
 - 2. The funding request must not be for an academic degree-specific class-related event with only those students in the class attending the event. The Student Allocations Chair shall determine whether an organization's funding request falls under this category.
 - 3. A requesting organization is not ensured funding from the Student Allocations Committee. Each request is evaluated and considered individually, irrespective of prior funding for a similar event.
- D. Process.
 - 1. Student organizations must submit their budget request form to Student Programs and Involvement.
 - 2. The committee holding jurisdiction shall initially consider the requested allocation. A representative from the requesting organization shall be required to attend a committee meeting to present regarding their request.
 - 3. Based on the information provided, the committee shall determine a reasonable level of funding for each category of the request, by a vote receiving a simple majority of committee members present and voting.
 - 4. Upon vote of the respective committee, the Student Allocations Standing Committee Chair, or their designee, shall be responsible for introducing, on behalf of the Student Allocations Standing Committee, allocations bills to the Student Senate. Such bills and forms shall include the categories of funding, the requested funding amounts, and the recommended funding amounts.
- E. Appeal and Reconsideration.
 - 1. Jurisdiction. The Student Allocations Committee shall have sole jurisdiction for the purposes of appeal and reconsideration by committee of any requests initially heard by the respective committee.
 - 2. Circumstance. The Student Allocations Committee will reconsider a funding request if any of the following are alleged to have occurred:
 - a. The Committee failed to provide a fundamentally fair process including, but not limited to, defective notice and failure to

follow written procedures and rules as outlined in the KSU SGA Statutes.

- b. The Committee reached a decision in an unjust manner including, but not limited to, the presence of bias, unreasonable, arbitrary, or capricious action, and discrimination on the basis of race, religion, color, sex, physical ability, national origin, sexual orientation, ancestry, or any Kansas Board of Regents protected category.
 - c. The organization has new information that may affect the Committee's decision on the request. This new information must pertain to the original request and must not have been available at the time of the original request.
3. Process. If an organization is dissatisfied with their recommended allocation and they meet at least one of the above-mentioned circumstances, the organization may take the following action for reconsideration of their request:
- a. The organization files a completed reconsideration form in OrgCentral to the Speaker of the Student Senate within 72 hours (weekends excluded) of receiving notification of recommended allocation amount.
 - b. If the organization completes the reconsideration form in the allotted time frame, the Committee, in conjunction with the Speaker of the Student Senate, will hear the organizations reconsideration request at the next available Committee meeting.
 - c. After the organization's reconsideration request is heard, the Committee will vote on the request. The decision voted on by the committee members will be final. No further reconsideration on the request will be heard.

F. Limitations.

- 1. Number of Requests. Organizations shall be limited to receiving allocations for no more than five (5) projects annually, of which no more than two (2) shall be for travel.
- 2. Services. Funds allocated must be spent on services offered on the University campus whenever these services are available.
- 3. Lecturer, Speaker or Entertainer Fee (LSE Fees). To receive payment, all recipients of LSE Fees are required to complete an LSE Fees information sheet and a W-9 must be submitted by the payee to the Department of Financial Services. Personal credit cards may not be used to pay LSE fees.
- 4. A maximum of 60 percent of the original Campus Organization allocation may be used by the Campus-Wide Organizations, as defined in Chapter 06 of the KSU SGA Statutes.
- 5. A maximum of 60 percent of the total Campus Organization allocation may be used to fund travel allocations.
- 6. At the discretion of the Student Allocations Standing Committee and with approval from Student Senate, up to \$10,000.00 in additional funds may be disbursed from the Reserves for Contingencies Account (NISACONRSV) to Campus-Wide Organizations each fiscal year. These additional funds shall not be limited by the above requirements and may be used for any organization's request for the current fiscal year.

7. Spending Restrictions. Student activity funds allocated by the Student Allocations Standing Committee may not be spent on any of the following items:
 - a. Food. Food may not be purchased with student activity funds unless the organization receives prior approval from the Student Allocations Committee Chair based on educational benefit.
 - b. Social Events. Student activity funds may not be spent on any materials pertaining to social functions, parties, or banquets, except when the Student Allocations Committee finds a substantial educational benefit.
 - c. Personal Materials. Student activity funds may not be spent on any personal materials, such as plaques, gifts, awards, flowers, name-tags, engravings for specific individuals, photographs, or clothing.
 - d. Wages. Student activity funds may not be spent on wages or compensation of any kind, with the exception of projectionists and security officers as required by a rental facility. Institutional Service Organizations may use student wages and benefits as approved in their budget request.
 - e. Recruitment. Student activity funds may not be spent on any trips or events in which recruitment is the sole purpose, except when the Student Allocations Committee finds a substantial educational benefit to the Kansas State University students making the request.

G. Expenditure of Funds.

1. Use of Funds. The organization may spend the funds allocated for a project in any manner in which the organization sees fit, provided that such expenditures fall within the permissible expenditure category as outlined in 07-0103.A.1 and all funding limitations are followed from 07-0103.F.

07-0104

Graduate Student Council

- A. The Graduate Student Council shall receive an apportionment of the Student Activity Fee paid in Student Activity Fees by Graduate Students at Kansas State University. This amount shall be allocated to the account NISA0473CC of the Graduate Student Council in a lump sum payment at the beginning of the Fiscal Year for re-allocation at the discretion of the Council.
 1. The allocation to the Graduate Student Council will be reviewed by the Student Services Fee Standing Committee and will be allocated for a three-year period and be a part of the Student Activity Student Services Fee Agreement. The Graduate Student Council shall not be required to submit a budget request to the Student Allocations Standing Committee.
 2. The Graduate Student Council shall be responsible for maintaining their own funding regulations as outlined in Chapter 16.

07-0105

Academic Competition Teams

- A. Request Process.
 1. Requests. Requests for funding from the Student Activity Fee may be made by Academic Competition Teams fulfilling the requirements of Statute 07-0102 through the completion and submission of an annual budget request. Each Academic Competition Team must submit a

separate annual budget request to be considered for the next funding cycle. The Student Allocations Standing Committee shall review all requests from Academic Competition Teams and determine, by majority vote, appropriate funding for all teams.

2. Funds requested must be divided into separate categories, outlined below. Each category must have a detailed description of the items requested and an estimate of the cost of each item
 - a. Travel. Travel shall include all expenses related to traveling to compete in an academic competition. These expenses could include but are not limited to subsistence, registration, lodging, and transportation.
 - i. Funds for travel can only be spent on current students or those students that were involved with the competition team prior to graduation that are within six months of their graduation date.
 - ii. Academic Competition Teams are not subject to the \$1,500 limit set forth in Statute 07-0103.
 - b. Equipment. Equipment shall include those materials that are necessary for Academic Competition Teams to participate in their competitions or tournaments.
 - c. Other. This category shall include any expenses for items that do not reasonably fit in the above categories, as determined necessary by the Student Allocations Standing Committee. However, this category shall be subject to the limitations on funding, listed below.
 - d. Annual requests must be completed and submitted to the Student Allocations Standing Committee in Student Programs and Involvement no later than the last Friday in February.
3. Annual requests must be completed and submitted to the Student Allocations Standing Committee in Student Programs and Involvement no later than the last Friday in February.
4. The travel advancement funds must be distributed to the students with students confirming receipts of funding via signature sheet or one individual must retain all travel related receipts as backup for the advance payment.

07-0106

Diversity, Equity, Inclusion, and Belonging Committee

- A. The Diversity, Equity, Inclusion, and Belonging Committee shall allocate funds to student organizations holding on-campus events according to the guidelines set forth in Chapter 10 of the Kansas State University Student Governing Association Statutes.

07-0107

Special Allocations

A. Definitions

1. Capital Expenditures. Capital Expenditures shall be defined as any request for funds related to the purchase of non-consumable goods that can be considered inventory items and have a useful life of more than one year.
2. Special Allocations. Special Allocations may be requested for travel to a national competition or to pay for an expense that arises during the year that the organization was not anticipating.

B. Request Requirements

1. Capital Expenditures. Any request for funds to purchase capital goods must be accompanied by a statement of the educational value of the purchase to the University or an academic department, a statement of the need for the purchase, and a justified estimate of the cost of the goods at the lowest possible price for a reasonable degree of quality.
2. Submission of Requests. Requests for special allocations must be submitted to Student Programs and Involvement at least twenty-eight (28) days prior to the planned date of the travel or the purchase of capital goods. Exceptions may be granted at the discretion of the Chair of the committee, which holds jurisdiction over the request.

Chapter 08: Sports Clubs Funding Regulations

08-0101 SPORTS CLUBS FUNDING STATUTES
Student Governing Association
Kansas State University

08-0102 Sports Clubs

A. General Criteria

1. Registration. Sports Clubs requesting funds through the Sports Club Fee must be registered through Student Programs and Involvement as a Sports Club prior to a funding request being made.

B. Request Process

1. Requests. Requests for funding may be made by Sports Clubs fulfilling all requirements, including but not limited to KSU SGA Statutes 06-0103 and 07- 0102, through the completion and submission of an annual budget request through Student Programs and Involvement.
2. Funds requested must be divided into separate categories, outlined below. Each category must have a detailed description of the items requested and an estimate of the cost of each item.
 - a. Equipment
 - b. Uniforms
 - c. Salary for referees
 - d. League membership dues
 - e. Travel. Travel shall include all expenses related to traveling to compete in a sports competition. These expenses could include (but are not limited to) subsistence, registration, lodging, and transportation.
 - f. Other. This category shall include any expenses for items that do not reasonably fit in the above categories, as determined necessary by the Student Allocations Committee. However, this category shall be subject to the limitations on funding, listed below.
3. Allocations. Allocations will be determined based upon activities attended and demonstrated need. Sports clubs that are classified as an Affiliated Student Organization shall receive a single payment for their allocation. Sports clubs that are classified as a Sponsored Student Organization shall receive reimbursement for receipts for their allocation.

C. Unspent Funds

1. Unspent Funds Returned. All unspent funds allocated to a Sports Club shall be returned to the Sports Club Reserve Account no later than the last Friday in October of the following fiscal year.

D. Deadlines

1. Requests must be received by Student Programs and Involvement by 11:59pm. on the date specified by the Chair of the Student Allocations Committee.

E. Appeal and Reconsideration.

1. Jurisdiction. The Student Allocations Committee shall have sole jurisdiction for the purposes of appeal and reconsideration by committee of any requests initially heard by the respective committee.

2. Circumstance. The Student Allocations Committee will reconsider a funding request if any of the following are alleged to have occurred:
 - a. The Committee failed to provide a fundamentally fair process including, but not limited to, defective notice and failure to follow written procedures and rules as outlined in the KSU SGA Statutes.
 - b. The Committee reached a decision in an unjust manner including, but not limited to, the presence of bias, unreasonable, arbitrary, or capricious action, and discrimination on the basis of race, religion, color, sex, physical ability, national origin, sexual orientation, ancestry, or any Kansas Board of Regents protected category.
 - c. The organization has new information that may affect the Committee's decision on the request. This new information must pertain to the original request and must not have been available at the time of the original request.
3. Process. If an organization is dissatisfied with their recommended allocation and they meet at least one of the above-mentioned circumstances, the organization may take the following action for reconsideration of their request:
 - a. The organization files a completed reconsideration form in OrgCentral to the Speaker of the Student Senate within 72 hours (weekends excluded) of receiving notification of recommended allocation amount.
 - b. If the organization completes the reconsideration form in the allotted time frame, the Committee, in conjunction with the Speaker of the Student Senate, will hear the organizations reconsideration request at the next available Committee meeting.
 - c. After the organization's reconsideration request is heard, the Committee will vote on the request. The decision voted on by the committee members will be final. No further reconsideration on the request will be heard.

Chapter 09: Fine Arts Funding Regulations

09-0101 FINE ARTS FUNDING STATUTE
Student Governing Association
Kansas State University

09-0102 Fine Arts Departments

- A. Fine Arts Department funds must be used to promote fine arts events, programs, and performances to the Kansas State University campus and community. (e.g., lecturer, speaker, entertainer, concert, performance, art show, festival).
- B. Fine Arts Department funds may not be used for:
 - 1. General Office supplies, not directly used to support a campus wide event.
 - 2. Computer equipment, unless proof can be submitted to the Student Services Fee Committee Chair that the computer hardware and/or software directly relates to a FA event or program.
 - 3. Food, unless specified in a performer's contract or used as a prop for a Fine Arts production.
 - 4. Gifts - plaques, awards, flowers, name tags, engraving of name tags, etc.
 - 5. Payroll and benefits over the amount of \$1,000, unless approval is received by the Student Services Fee Committee and signature by the Student Services Fee Chair. Amounts less than \$1,000 can be used upon notifying the Student Services Fee Committee Chair with the amount and justification of its expenditure.
 - 6. Clothing, unless related to costumes for a performance, which must remain with the department after use.
 - 7. Exhibit purchases of supplies and equipment that will remain with the artist, presenter, or lecturer.
 - 8. Construction supplies related to improving Fine Arts facilities or galleries.
 - 9. Capital Improvements.
 - 10. Department copies, not directly used to support a campus wide event.
 - 11. Postage, unless justified for promoting a campus wide Fine Arts event to the campus community.
 - 12. Travel
 - 13. K-State Marching or Pep Bands.
 - 14. Audio or Video Recording of Performances.
 - 15. C.D., D.V.D. or other electronic media duplication, intended for non-current Kansas State University students.
 - 16. Advertising in off-campus media that do not distribute material directly to the campus community.
 - 17. Recruitment events or materials for any organization or department.
- C. Approval of computer equipment must be granted from the Student Services Fee Committee Chair prior to purchase.
- D. If exhibit materials are purchased for an event or exhibit, the items must remain with the department following the lecturer, speaker, exhibit, artist, or presenter.
- E. Postage, by the School of Music, Theater, and Dance Marketing Department for the promotion of fine art events may be funded if the percentage of on-campus

recipients is 90 percent or greater. The voucher submitted to Student Programs and Involvement must state the percentage of on-campus mailings being sent.

- F. Campus community is defined as current Kansas State University students, faculty, and staff.
- G. Posters and flyers may be hung and distributed to the campus community within the city of Manhattan, as long as a majority of said posters and flyers are hung on campus.
- H. Any money remaining in any Fine Arts Department accounts at the conclusion of a fiscal year shall revert back to the Fine Arts Student Reserve account.

Chapter 10: Diversity Programming Allocation Guidelines

10-01 *Procedures for the Diversity Programming Funds*

- 10-0101 The Diversity, Equity, Inclusion, and Belonging Chair and Student Programs and Involvement events coordinator shall help student organizations with any Diversity Programming budget request questions upon request from a student organization.
- 10-0102 Deadlines. Funding requests for the current year will be considered on a rolling basis, but must be submitted no later than 35 days prior to the date of the project, excepting the following:
- a. Any requests for events held April 1 through September 30 must be submitted by the first Friday in February.
 - b. Any requests for events held December 1 through February 15 must be submitted by the first Friday in November.
 - c. Exceptions may be granted for circumstances beyond the applicant's control or constituting force majeure at the discretion of the chair, advisor, and SGA accountant.
 - d. Upon appeal, the committee will learn the chair's reasoning behind an application's rejection, but not the identity of the applicant.
- 10-0103 The committee may not grant the same organization funding for more than three projects per fiscal year.
- 10-0104 The Chair of DEI will present a report to Student Senate regarding the status of Diversity Programming funding allocations and projects twice each semester, ensuring that each term's Senate body receives four updates during its tenure.
- 10-0105 A Diversity Programming Reserve Account (NISADPCRSV) shall be available for additional allocations, and shall be carried over from year to year.
- 10-0106 Any unspent funds shall be returned to the Diversity Programming Reserve Account (NISADPCRSV) at the end of each fiscal year.
- 10-0107 At the discretion of the Diversity, Equity, Inclusion, and Belonging Committee Chair, and with approval from Student Senate, up to \$50,000.00 in additional funds may be disbursed for the Diversity Programming Reserve Account (NISADPCRSV) account to proposal for large-scale, student-centered, diversity enhancing projects each fiscal year.
- 10-0108 Jurisdiction and Power. Requests for Diversity Programming event expenses shall be reviewed by the DEI Committee, the Chair of which shall be responsible for ensuring appropriate allocated amounts are written and produced into an allocations sheet. The sheet will then be signed by the chair and advisor attending the meeting, validating the committee's decision based on rules and merit.

10-02 *Rules for Diversity Programming Fund Allocations*

- 10-0201 Use of Diversity Programming funds is limited to the following purposes:

- A. Projects sponsored primarily by student organizations in good standing with the university and registered with Student Programs and Involvement (CSI) and are eligible to receive funding from the Kansas State University Student Governing Association (KSU SGA).
- B. Projects with educational value that are intended to provide cross-cultural learning experiences or education on the topics of diversity, inclusion, or discrimination based on race, ethnicity, religion, gender, disability, sexual orientation, socioeconomic status, geographic location, or age.
- C. Projects held on campus and hosted primarily for Kansas State University students, with priority extended to projects held on campus; no traveling or conference expenditures will be funded.
- D. Projects free and open to all Kansas State University students.

10-0202 Organizations interested in hosting projects that adhere to the stipulations outlined in Section 07-0102 of the Kansas State University Student Governing Association (KSU SGA) Statutes shall:

- A. Submit their project proposals to DEI before requesting funding for any other KSU SGA source.
- B. Only apply for funding from another KSU SGA source after missing DEI's 50 day deadline or DEI does not choose to fund the project.
- C. Be prohibited from using other KSU SGA funds to supplement or replace allocations from DEI.

10-0203 Funds requested for a project must be divided into separate categories, as outlined below. Each category must have a detailed description of the items requested and estimate of the cost of each item.

- A. Promotions. Promotions shall include any expense related to the advertisement of an activity, such as Collegian advertisements, KSDB or any radio advertisements, leaflets or posters, and other such materials as determined by the Diversity, Equity, Inclusion, and Belonging Committee.
- B. Lecturer, Speaker, or Entertainer Fee (LSE Fees). LSE Fees shall include any funds requested by an organization in order to bring a speaker to campus, including their travel, lodging costs, food, and fee to perform a planned project or event.
- C. Rent of Space and Equipment. Rent of space and equipment shall include any expenses related to renting rooms or other areas for performances, and other such events, as well as any costs related to rental of tables and chairs, movie projectors, or other necessary materials for a project.
- D. Films. Films shall include any expense for the rental of movies, documentaries, recorded theatrical shows, or other such events.
- E. Food. Food shall include ingredients or pre-packaged food items whose primary purpose is to add to the intercultural learning experience of the event, as determined by the Diversity, Equity, Inclusion, and Belonging Committee.
- F. Clothing. Clothing shall include rented clothing, in which its primary purpose is to add to the cultural significance of the event, as determined by the Diversity, Equity, Inclusion, and Belonging Committee.
- G. Other. This category shall include any expenses for items that do not reasonably fit in the above categories, as determined necessary by the Diversity, Equity, Inclusion, and Belonging Committee. However, this category shall be subject to the limitation on funding, listed below:

1. Social Events. Student activity funds may not be spent on any materials pertaining to social functions, parties, or banquets, except when the Diversity, Equity, Inclusion, and Belonging Committee finds a substantial educational benefit.
2. Personal Materials. Student activity funds may not be spent on any personal materials, such as plaques, gifts, awards, flowers, nametags, engravings for specific individuals, photographs, or clothing.
3. Wages. Student activity funds may not be spent on wages or compensation of any kind, with the exception of projectionists and security officers as required by a rental facility.
4. Recruitment. Student activity funds may not be spent on any trips or events in which recruitment is the sole purpose, except when the Diversity, Equity, Inclusion, and Belonging Committee finds a substantial educational benefit to the Kansas State University students making the request.

10-0204 In special circumstances, should a student organization wish to substitute a lecturer, speaker and/or entertainer, the student organization must consult with the DEI Chair, who will make a decision in consultation with the Student Services Fee Committee Chair; and, if the event in question takes place before the next scheduled DEI funding meeting, members of the DEI committee whether or not to allow the substitution. Substituted lecturers, speakers and/or entertainers should meet all Diversity Programming funding criteria and should be at least of similar quality and draw a similar number of students. No additional funds may be allocated to the substituted event. If the DEI Chair decides not to allow an event substitution and the original event must be cancelled, then funds will be carried forward to use for the next group of requests. Unused funds, other than the circumstance mentioned above, will revert back to the Diversity Programming reserve at the end of each fiscal year.

10-0205 DEI shall seek proposals for funding from all student organizations on campus and conduct meetings at which applicants may verbalize their requests and field any questions from the committee.

10-03 *Appeal and Reconsideration of DPC Decisions*

10-0301 The Diversity, Equity, Inclusion, and Belonging Committee shall have sole jurisdiction for the purposes of appeal and reconsideration by committee of any requests initially heard by the committee.

10-0302 The Diversity, Equity, Inclusion, and Belonging Committee will reconsider a funding request if any of the following are alleged to have occurred:

- A. The Committee failed to provide a fundamentally fair process including, but not limited to, defective notice and failure to follow written procedures and rules as outlined in the KSU SGA Statutes.
- B. The committee reached a decision in an unjust manner, including, but not limited to, the presence of bias, unreasonable, arbitrary, or capricious action, and discrimination on the basis of race, religion, color, sex, physical ability, national origin, sexual orientation, ancestry, or any Kansas Board of Regents protected category.

- C. The organization has new information that may affect the committee's decision on the request. This new information must pertain to the original request and must not have been available at the time of the original request.

10-0303

If an organization is dissatisfied with their recommended allocation and they meet at least one of the above-mentioned circumstances, the organization may take the following action for reconsideration of their request:

- A. The organization files a completed reconsideration form in the Student Programs and Involvement to the Speaker of the Student Senate within 72 hours (weekends excluded) of receiving notification of recommended allocation amount.
- B. If the organization completes the reconsideration form in the allotted time frame, the committee, in conjunction with the Speaker of the Student Senate, will hear the organization's reconsideration request at the next available committee meeting.
- C. After the organization's reconsideration request is heard, the committee will vote on the request. The decision voted on by the committee members will be final. No further reconsideration on the request will be heard.

Chapter 11: Educational Opportunity Fund Allocation Guidelines

11-01 *Allocation Procedures for the Educational Opportunity Fund*

- 11-0101 Beginning the week following Spring Break, the Tuition Enhancements Committee shall solicit proposals for allocation of the EOF monies. Include in the cover letter with the application shall be the due date, the purpose of EOF, and criteria for consideration in the allocation of the EOF as set forth by the Board of Regents. Any informal guidelines used by the Tuition Enhancements Committee shall be approved by Student Senate prior to the beginning of the allocation process. The Tuition Enhancements Committee shall overview these informal guidelines once per calendar year. Senate may only pass additional informal guidelines or change existing informal guidelines with a 2/3 vote.
- 11-0102 A. EOF proposals shall be due at Student Programs and Involvement by 4:00 p.m. on the last Friday of September of each year.
B. Exceptions may be granted for circumstances beyond the applicant's control or constituting force majeure at the discretion of the chair.
C. Applications that are rejected by the chair are subject to appeal by the committee.
D. The ruling of the chair may be overturned by a majority vote of the committee.
E. Upon appeal, the committee will learn the chair's reasoning behind an application's rejection, but not the identity of the applicant.
- 11-0103 All entities receiving EOF monies will submit a final report of all spent and unspent money to Student Programs and Involvement Accountant that fiscal year. A final report is due in Student Programs and Involvement no later than the second Friday in August, by 4:00 p.m. A final report must be submitted in order to be eligible for another year of funding.
- 11-0104 The Committee shall make its recommendations to Student Senate no later than the third Senate meeting of November of each year.
- 11-0105 In its report to Student Senate, the Committee will include an evaluation of the effectiveness of the previous year's allocation. All monies not spent at the end of the fiscal year will revert back to the EOF reserves account.
- 11-0106 The EOF shall maintain a reserve account with a minimum of four percent of the total revenue of this fee in the reserve account. The account can only be utilized to make up for a shortfall in revenue caused by a drop in credit hour enrollment below what was projected.

11-02 *Informal Guidelines for the Educational Opportunity Fund*

- 11-0201 The Tuition Enhancements Committee shall operate within the formal guidelines established each year by the Kansas Board of Regents. Use of EOF is limited to the following purposes:
1. Academic scholarships and fellowships for both graduate and undergraduate students

2. Need-based grants, including awards to students with special expenses, or groups of students who have been historically under-represented in higher education
3. Salaries or grants for students participating in public and community service programs
4. Salaries for students employed in campus student services programs

11-0202 Preference shall be given to applications using the following criteria:

- A. Programs that affect large numbers of students.
- B. Programs that have limited or no other sources of funding.
- C. Programs that add significant enhancements to students' experience.

11-0203 Scholarships are funded up to \$1,000 each.

11-0204 Graduate positions are funded as follows: at \$9,890 each.

- A. Three-month positions are funded at \$3,300.
- B. Nine-month positions are funded at \$9,890.
- C. Twelve-month positions are funded at \$12,890.

Chapter 12: Student Centered Tuition Enhancements

- 12-0101 Duties of the Tuition Enhancements Committee
- A. Throughout the fall semester, the Committee shall solicit proposals for allocation of the Student-Centered Tuition Enhancements (SCTE) monies. Included in the cover letter with the application shall be the due date, the purpose of SCTE, and criteria for consideration in the allocation of the SCTE monies. Any informal guidelines used by the committee shall be approved by Student Senate prior to the beginning of the allocation process. The Tuition Enhancements Committee shall overview these informal guidelines once per calendar year. Senate may only pass additional or change existing guidelines by a 2/3 vote of selected and qualified senators.
 - B. The Committee shall make its recommendation by resolution to Student Senate no later than the second to last meeting of the KSU SGA term each year. Upon Student Senate approval, the recommendation will be sent to the University Administration.
 - C. In its report to Student Senate and University Administration, the Committee will include an evaluation of the effectiveness of the previous year's allocations.
- 12-0102 Student-Centered Tuition Enhancements Funding Process
- A. SCTE proposals may be submitted to the committee to request seed money for the creation and implementation for new programs/initiatives.
 - B. SCTE proposals may request funding up to four years. Every project receiving funding must submit each year funding was requested. No SCTE project may receive funding for more than four years.
 - C. All funding will be reviewed on an annual basis. All entities receiving SCTE monies will submit a final report of all spent and unspent money to Student Programs and Involvement Accountant that fiscal year. A final report is due in Student Programs and Involvement no later than the last day of the fall semester by 4:00pm. A final report must be submitted in order to be eligible for another year of funding.
 - D. Proposals must include: description and title of project; administrative contact information; project description and background; potential/current impact and benefit to K-State students; dollar amount requested, including line item expenditures and other sources of funding; expected avenues of funding after SCTE funding has expired; and an estimated project timeline.
 - E. Proposals are due in Student Programs and Involvement no later than the last day of the fall semester by 4:00pm.
 - F. All funds awarded shall be kept in separate accounts from all other funds.
 - G. Any remaining funds in individual SCTE accounts at the end of the fiscal year will revert back to the SCTE Reserve Account NISASCTERS.
- 12-0103 Informal Guidelines for Student-Centered Tuition Enhancements Funding
- A. Preference shall be given to applications using the following criteria:
 - 1. Programs that have definite, predictable outcomes.
 - 2. Programs that affect large number of students.
 - 3. Programs that have limited or no other sources of funding.
 - 4. Programs that provide significant enhancements to students' experience.

12-0104

The Tuition Enhancements Committee reserves the right to implement more restrictive financial guidelines, as necessary, due to the availability and need of funds for specific entities, up to and including providing specific financial guidelines for specific entities of SCTE funds.

Chapter 13: Foundation Account and other SGA Accounts

13-01 *Spending Regulations for Student Foundation Account*

- 13-0101 Student Senate adopt the following guidelines for spending the student endowment account:
- A. The request must be for a student-oriented purpose.
 - B. The request must be for a non-reoccurring expense.
 - C. The request must provide a long-term benefit to the University.
 - D. The request must not duplicate a project that is already provided by the University.
 - E. The request must not be the responsibility of the state or the request must have been rejected by the state.
 - F. The group or individual making the request must demonstrate that alternative sources of funding for the total amount are unavailable.
 - G. The group or individual must demonstrate a feasible plan.
 - H. Money cannot be requested prior to its availability (i.e. interest earned by 1988 cannot be allocated in 1986).

Part 3: Student Services Fee Guidelines, Contracts, and Agreements

Chapter 14: Student Services Fee Spending Regulations, Schedules, and other Guidelines

14-01 *Student Services Fee Funding System*

- 14-0101 Revenue Projections for Student Services Fee
The revenue projection for Student Services Fee Budgets will be based upon the total number of credit hours generated during the summer session, fall semester and spring semester of the year most immediately prior to the year for which the Student Services fee budget is being established or reviewed (e.g. the base for campus Student Services fee projections for the 1996-1997 academic year – FY97 – will be the total credit hours generated from main campus and Vet Med in the summer session 1995, fall semester 1995 and spring semester 1996.)
- 14-0102 Student Services Fee Budgets
Budgets will be established for each Student Services Fee agency as follows:
A. Budgets for Board of Regent mandated fees and fees which support debt financing will be equal to the actual collection of revenues. Student Services Fee currently included in this category are: Educational Opportunity Fund, Recreational Complex Debt Retirement, Recreational Complex Operations, Recreational Complex Expansion Debt Retirement, Library Expansion, and K-State Student Union Enhancement
B. The remaining Student Services Fee agencies currently include Student Health, University Counseling Services, Fine Arts, Collegian Media Group, K-State Student Union Operations, K-State Student Union Repair and Replacement, K-State Student Union Repair and Replacement Reserve, Union Program Council, Student Programs and Involvement, Student Activity Fee, Recreational Services, Recreational Complex Repair and Replacement, Sports Club Activity Fee, KSDB Operations, KSDB Repair and Replacement, Wildcat Watch, Student Governing Association, and the KSU Food Contract Termination Agreement.
- 14-0103 Student Services Fee agencies that are up for review in that year will be requested to submit their budget request in accordance with KSU SGA Statutes 14-05.
- 14-0104 The Student Services Fee Committee will consider each budget request and make a recommendation to Student Senate.
- 14-0105 After all budgets are approved by Student Senate, the Student Services Fee Chair will work with University Administration to discuss the adjustments necessary to meet the approved allocations based on projected enrollment figures. These adjustments are to maintain a close approximation to the proportionality of the current capped linear fee structure.
- 14-0106 Two weeks after the spring twentieth-day enrollment figures are released, Student Services Fee agencies not scheduled for review may request a usage budget adjustment from the Student Services Fee Committee. The Student Services Fee Committee will make recommendations to Student Senate which can approve the budget adjustment by a two-thirds vote of those selected and qualified.

14-0107 Requests for unforeseen budget adjustments (equipment failure, unexpected increases in costs, etc.) can be made to the Student Services Fee Committee as needed throughout the academic year according to the provisions of KSU SGA Statutes 14-02.

14-0108 The Student Services Fee agencies due for review can either remain constant, decrease, increase, and/or be adjusted with a supplemental budget enhancement in lieu of a base budget increase.

14-02 *Student Services Fee Accounts*

14-0201 Additional revenues which accrue because of additional credit hour production beyond the base used for projections will be deposited in the Student Services Fee General Reserve.

14-0202 Withdrawals from the Student Services Fee General Reserve Account shall only be made for payments towards outstanding debt on student bonds, for one-time emergency funding allocations, one-time budget enhancement allocations and to meet approved allocations to Student Services fee agencies due to a financial shortfall from lower than projected enrollment.

14-0203 Definition: An emergency allocation shall be a one-time allocation given when all the following criteria are met:

- A. The Student Services fee agency has exhausted all other means of outside funding; and
- B. The Student Services fee agency has reduced expenditures and cannot further reduce expenditures; and
- C. The emergency situation has severely hampered the current operations of the Student Services fee agency

14-0204 Student Services fee agencies are allowed to apply for a one-time budget enhancement allocation. Agencies are allowed to apply for a one-time request to enable agencies to make large purchases out of their review cycle. These requests would be withdrawn from the Debt Reduction and Emergency Allocation Account, upon approval of the Student Services Fee Committee and Student Senate. A budget enhancement allocation shall be a one-time allocation given when all of the following criteria are met:

- A. The Student Services fee agency has exhausted all other means of outside funding; and
- B. Agencies must submit a written proposal to the Student Services Fee Committee Chair outlining the justification of the allocation, funding proposal, and any additional information requested by the Student Services Fee Committee; and
- C. These allocations may only be used to fund one-time expenditures dedicated to equipment, software, minor structural improvements, and other items at the discretion of the committee.

14-0205 Withdrawals from the Student Services Fee General Reserve shall only be made by a two-thirds vote of Student Senate selected and qualified.

14-03 *Student Services Fee Review Schedule*

- 14-0301 Student Services Fees shall be reviewed on a three-year cycle as follows, with the cycle to begin with Year A in the 2008-2009 Academic Year. Fees may be reviewed out of their regular cycle in accordance with the KSU SGA Bylaws.
- 14-0302 Year A
 Student Health
 University Counseling Services
 Fine Arts
 Collegian Media Group
 Wildcat Watch Operations
 Wildcat Watch Equipment Reserve
- Year B
 K-State Student Union Operations
 K-State Student Union Repair & Replacement
 K-State Student Union Repair & Replacement Reserve
 Food Contract Termination Agreement
 Union Program Council
 Campus Entertainment Fund
 Student Design Center
 KSDB Operations
 KSDB Repair & Replacement
- Year C
 Student Programs and Involvement
 Student Activity Fee
 Recreational Services
 Recreational Services Repair & Replacement
 Sports Club Activity Fee
 Student Legal Services
 Student Governing Association

14-04 *Internal Audit Schedule*

- 14-0401 Each Student Services Fee Agency shall be audited in the Academic Year prior to its regular review; the cycle is to begin with Year A in the 2011-2012 Academic Year. Student Services Fee Agencies may be audited out of their regular cycle upon the discretion of the Student Services Fee Committee. The specific order of each year's audits will be determined by the Student Services Fee Committee Chair in conjunction with the Director of the Office of Internal Audit.
- 14-0402 Year A
 K-State Student Union Operations
 K-State Student Union Repair & Replacement
 K-State Student Union Repair & Replacement Reserve
 Food Contract Termination Agreement
 Union Program Council
 Campus Entertainment Fund
 Student Design Center
 KSDB Operations
 KSDB Repair & Replacement
- Year B

Student Programs and Involvement
 Student Activity Fee
 Recreational Services
 Recreational Services Repair & Replacement
 Recreational Complex Maintenance Reserve
 Sports Club Activity Fee
 Student Legal Services
 Student Governing Association

Year C

Student Health
 University Counseling Services
 Fine Arts
 Collegian Media Group
 Wildcat Watch Operations
 Wildcat Watch Equipment Reserve

- 14-0403 The Kansas State University Office of Internal Audit will utilize the same practices and processes to audit Student Services Fee Agencies as it would for any other university department or organization. The purpose of these audits is to certify and ensure the following:
- A. The soundness, adequacy, and application of accounting, financial, and other operating controls;
 - B. Determine adherence to Federal, State, University, and Kansas State University Student Governing Association policies and procedures;
 - C. Assess compliance with applicable law, regulations, and generally accepted accounting principles; ascertain whether program results are consistent with established objectives;
 - D. Ascertain the adequacy of controls for safeguarding University and Student Governing Association assets and funds from losses of all kinds; and
 - E. Assist in the improvement of University operations by making constructive suggestions and recommendations.
- 14-0404 In accordance with University policy, the Internal Audit Office shall submit a working draft to the Student Services Fee agency. The agency will have an opportunity to issue a management's response to any recommendations of the Internal Audit.
- 14-0405 In accordance with University procedure, upon completion of the report it will be made available to the appropriate University officials, the Student Services Fee Committee Chair, and the Kansas State University Student Governing Association.

14-05 Requirements for Student Services Fee Review

- 14-0501 Each Student Services fee entity being reviewed shall provide the Student Services Fee Committee a report containing the following information:
- A. A justification of its fee and the benefits to the student body
 - B. The request and justification for the level of its fee
 - C. Any alternative methods of increasing revenue
 - D. Any additional information requested by the Student Services Fee Committee
 - E. A copy of the agency's annual report for the previous year
 - F. A copy of the agency's entire budget including all income and expenditures

- 14-0502 These reports shall also address a three-tiered funding strategy. Tier 1 is a three (3) percent funding increase, and should delineate additional services or service enhancements that would be provided for this increased funding level. Tier 2 is a continuance of funding and should specify its effects on current operations and services offered. Tier 3 is a three (3) percent funding reduction, and should delineate effects on current services and operations.
- 14-0503 Representation from the agency's Student Board, detailed in KSU SGA Statutes 14-07, shall be in attendance during the Student Services Fee Committee's review.
- 14-0504 The Student Services Fee Committee Chair shall notify the Student Services Fee agency directors of these requirements prior to each agency's review.

14-06 *Student Services Fees for Building Bonds Procedures*

- 14-0601 Any preliminary or final request for use of Student Services fees to back bonds or other means of financing for academic, educational, and/or other University facilities must be approved by Student Senate before it is added to the student fee and enacted, else the request will not be granted and/or funded. (KSU SGA Constitution Article IV Section 408 Letter C and Article VIII).
- 14-0602 A special committee of SGA shall be set up to review and make recommendations on any request for use of funds for above stated purposes before the request can be forwarded and considered by Student Senate. The committee shall be composed of students of the department/college involved, (professional) planning and design personnel, both student and faculty, and other interested persons.
- 14-0603 The following shall be used as some of the criteria to judge whether the requested facility should use student funds:
- A. Department or college need
 - B. Impact of a fee increase on the student fees
 - C. Long range goals
 - D. Design and aesthetic value and contribution on the campus.
- 14-0604 Provisions shall also be made for definite continuous student participation in decisions regarding the use and policies of the building (boards of governors).

14-07 *Use of Bond Surplus Funds*

- 14-0701 The Vice President for Administration and Finance shall collaborate with the Student Body President, Speaker of the Senate, and Student Services Fee Chair to develop special project proposals.
- 14-0702 Once the Vice President for Administration and Finance's proposals are complete, they shall be submitted for review to the Campus Student Services Fee Committee.
- 14-0703 The following shall be the criteria to judge whether the requested proposal should use student funds:
- A. Impact on Student Life

- B. Contribution to long range goals of Kansas State University
- C. Value to campus

- 14-0704 The Vice President for Administration and Finance shall provide a Bond Surplus proposal to the Student Services Fee Committee containing the following information:
- A. A justification of the fee and the benefits to the student body
 - B. The request and justification for the level of its fee
 - C. Any alternative methods of raising funds for proposal
 - D. Any additional information requested by the Student Services Fee Committee
- 14-0705 The Campus Student Services Fee Committee shall review and approve any such proposals.
- 14-0706 Allocations out of the Bond Surplus Account shall not reduce the balance of the account to less than 50% of the annual debt service for bonds supported by the campus Student Services fees.
- 14-0707 Proposals shall then be submitted to Student Senate for review in the form of a resolution. Resolutions must pass by a majority vote and obtain signatures from the Student Body President; Student Services Fee Chair; Speaker of the Senate; Vice President for Academic Success and Student Affairs; and Vice President for Administration and Finance.

14-08 *Creation and Utilization of Student Boards for Student Services Fees*

- 14-0801 Agencies receiving greater than or equal to 6.5% of the total Student Services Fee budget, excluding bond payments, shall have and utilize an advisory or governing board, whose structure shall be defined in the KSU SGA Statutes, which shall make recommendations to the agency. These boards shall consist of a student voting majority, meet at least once a semester, and not assess dues for membership. In order for business to be conducted, a student quorum must be met for each meeting.
- 14-0802 The Student Services Fee Committee Chair, at the beginning of each fiscal year, shall notify agencies receiving greater than or equal to 6.5% of the total Student Services Fee budget of the advisory or governing board requirement. In the event that an entity formerly receiving greater than or equal to 6.5% of the total Student Services Fee budget receives, in subsequent fiscal years, less than 6.5% of the total Student Services Fee budget, they may petition the Student Senate to be released of their advisory or governing board requirement by a majority vote.

14-09 *Creation of Separate Funds for Student Services Fee Agencies*

- 14-0901 Agencies receiving funds from Student Services fees shall establish and maintain an account, separate and distinct from any other agency funds, for the receipt and expenditure of such student services fees. Any funds earned and/or reimbursements from the expenditures from such student services fees are to be deposited into the same agencies student services fee account. No student services fee funds shall be transferred to any other agency without SGA written approval.

14-10 *Use of Student Services Fee for Fine Arts*

14-1001 Student Governing Association recognizes the following fine arts entities:

- A. McCain Auditorium
- B. Art Department
- C. English Department
- D. Music Department
- E. Theater
- F. International Student and Scholar Services
- G. Dance

14-1002 During the review process of the Fine Arts Student Services Fee, each entity listed in Section 14-1001 shall appoint a designee to represent the group to the Student Services Fee Committee for the purpose of establishing future fees. Each entity shall have the opportunity to discuss their student services fee and present needs for individual budget increases or decreases.

14-11 *Payment of Student Services Fees by Students*

14-1101 All Manhattan campus students shall be required to pay all portions of the Student Services fee except for the following exemption:

- A. A student who is a full-time employee of the University may be exempt from paying the student health portion of the Student Services fee and therefore not eligible for Lafene Health Center services.

Chapter 15: Lafene Health Center Student Services Fee Agreement

This agreement, made this 1st day of February, 2024, between the Kansas State University Student Governing Association (KSU SGA) and Lafene Health Center (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT student services fee budget (BUDGET) shall be funded the following amounts for the following Fiscal Years: \$4,676,415.00 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025); \$4,676,415.00 for Fiscal Year 2026 (July 1, 2025, through June 30, 2026); and \$4,676,415.00 for Fiscal Year 2027 (July 1, 2026, through June 30, 2027). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to Fiscal Year 2028.
2. The following items shall be considered contractual items:
 - a. No student services fee funds may be used for paying the Institutional Support Fee.
 - b. No student services fee funds may be used to fund a position at the Student Access Center.
 - c. Should an office visit fee be implemented by the DEPARTMENT, the DEPARTMENT shall notify the Student Services Fee Committee prior to the implementation of the fee.
 - d. The DEPARTMENT shall inform the Student Services Fee Committee of any capital expenditures over \$5,000 within 60 days of purchase.
 - e. Any money remaining in the DEPARTMENT'S account at the conclusion of a fiscal year will be transferred to the Student Health Reserve Account.
3. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student services Fee Chair and sent to the Student services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
4. Any breach of this agreement by the DEPARTMENT will result in automatic review by Kansas State University Student Senate and such review could result in decrease or termination of funding of the BUDGET. The failure of SENATE to exercise any rights in any instance shall not constitute a waiver of such rights in that instance or any other instance.
5. Within 60 days after the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures and end-of-year account balances to the Student services Fee Chair for review by the entire Senate body.
6. No construction or renovation of a building or facility is permitted with student services fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V, Section 508, Letter C and Article XI).

7. This agreement shall be governed by and subject to the laws of the State of Kansas.
8. By signing this agreement, the representative of the respective parties hereby represents that each is duly authorized by his or her part to execute this document on behalf of such party that the party agrees to be bound by the provisions of the agreement.

Bill 23/24/52 becomes effective upon execution of this agreement by the Student Services Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Executive Director of Student Health and Well-being, the Vice President for Administration and Finance, and the Vice President for Academic Success and Student Affairs and Dean of Students.

Chapter 16: Lafene Counseling and Psychological Services Student Services Fee Agreement

This agreement, made this 1st day of February, 2024, between the Kansas State University Student Governing Association (KSU SGA) and Lafene Counseling and Psychological Services (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT Student Services fee budget (BUDGET) shall be funded at the following amounts for the following Fiscal Year: \$943,587.00 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025); \$943,587.00 for Fiscal Year 2026 (July 1, 2025, through June 30, 2026); and \$943,587.00 for Fiscal Year 2027 (July 1, 2026, through June 30, 2027). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to Fiscal Year 2028.
2. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of revenue changes at the discretion of the Student Body President, Speaker of the Student Senate, and the Student Services Fee Committee Chair. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. No Student Services fee funds may be used for paying the Institutional Support Fee.
4. This agreement supersedes any previous agreement made by Kansas State University Student Senate and/or Kansas State University Student Governing Association with DEPARTMENT regarding funding of BUDGET and use of such funding.
5. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
6. Within 60 days of the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Student Services Fee Chair for review by KSU SGA.
7. No construction or renovation of a building or facility at Kansas State University is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1103)
8. The agreement shall be governed by and subject to the laws of the State of Kansas.

9. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 23/24/50 becomes effective upon execution of this agreement by the Student Services Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Executive Director of Student Health and Well-being, the Vice President for Administration and Finance, and the Vice President for Academic Success and Student Affairs and Dean of Students.

Chapter 17: Fine Arts Student Services Fee Agreement

This agreement, made this 22nd day of February, 2024, between the Kansas State University Student Governing Association (KSU SGA) and Fine Arts (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT student services fee budget (BUDGET) shall be funded the following amounts for the following Fiscal Years: \$190,667.00 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025); \$194,407.00 for Fiscal Year 2026 (July 1, 2025, through June 30, 2026); and \$198,147.00 for Fiscal Year 2027 (July 1, 2026, through June 30, 2027). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to Fiscal Year 2028.
2. The amount of \$15,000.00 will be utilized from Fine Arts Reserve Accounts for each of the next 3 fiscal years. Fiscal Years 2025 through 2027 will utilize \$15,000.00 from the Fine Arts Student Reserve (NISAFASRSV).
3. The funding of BUDGET is contingent upon sufficient collections of campus Student Services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decrease to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
4. All Fine Arts Student Services Fees must be spent by the Department, as outlined in Section 6. Departments cannot transfer these funds to any other account.
5. The Fine Arts Student Reserve Account (NISAFASRSV) has a current balance of \$50,874.94.
6. The DEPARTMENT shall allocate the funds from each year's portion of the BUDGET as follows:

	FY25	FY26	FY27
McCain Auditorium (NISAFAD003)	\$ 52,500.00	\$ 55,000.00	\$ 57,500.00
Art Department (NISAFAD002)	\$ 6,200.00	\$ 7,440.00	\$ 8,680.00
English Department (NISAFAD008)	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
Music Department (NISAFADMUS)	\$ 55,860.00	\$ 55,860.00	\$ 55,860.00
Theater (NISAFADTHR)	\$ 62,832.00	\$ 62,832.00	\$ 62,832.00
ISSS (NISAFAD009)	\$ 1,995.00	\$ 1,995.00	\$ 1,995.00
Dance (NISAFADDNC)	\$ 17,280.00	\$ 17,280.00	\$ 17,280.00
Total Allocation	\$ 205,667.00	\$ 209,407.00	\$ 213,147.00
Less Amount from Reserves	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)
Amount from Student Services Fee Budget	\$ 190,667.00	\$ 194,407.00	\$ 198,147.00

7. At the conclusion of each fiscal year, all DEPARTMENT funds remaining shall revert back to the Fine Arts Student Reserve Account (NISAFASRSV).
8. Of the funds allocated for fiscal years 2025, 2026, and 2027 for Theater at least \$5,500.00 of the funds must be spent on Ebony Theater.
9. Funding for McCain Auditorium is contingent upon the Student Services Fee funding being used to completely subsidize student tickets to the McCain Performance Series. The funding allocated must be used to provide free tickets for students until the funding is exhausted. A portion of these monies may be reserved for ticket subsidization in the spring semester. Discounted student price levels may be lowered by the approval of the Student Services Fee Committee.
10. This agreement supersedes any previous agreement made by KSU SGA with Fine Arts regarding funding of budget and use of such funding.
11. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any rights in any instance shall not constitute a waiver of such rights in that instance or any other instance.
12. Within 60 days of the end of each fiscal year, the Chair of the DEPARTMENT shall submit a written summary of the BUDGET expenditures to the Student Services Fee Chair for review by KSU SGA. In addition to the BUDGET, the Chair of the Department shall submit a Fine Arts Summary Report, as provided by Student Services Fee Chair. Any DEPARTMENT that fails to submit a report, within the given time period, will not receive any further Fine Arts monies until this report is submitted.
13. Departments are required to list all the following on all payment vouchers using KSU SGA Fine Arts Funds: Event Name, Event Date, Event Location, and type of event.
14. No construction or renovation of a building or facility at Kansas State University is permitted with student services fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V Section 508, Letter C and Article XI Section 1103)
15. This agreement shall be governed by and subject to the laws of the State of Kansas.
16. By signing this agreement, the representative of the respective parties hereby represent that each is duly authorized by his or her part to execute this document on behalf of such party that the party agrees to be bound by the provisions of the agreement.

Bill 23/24/74 becomes effective upon execution of this agreement by the Student Services Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the directors/chairs/department heads of agencies outlined in Section 6, the Vice President for Administration and Finance, and the Vice President for Academic Success and Student Affairs and Dean of Students.

Chapter 18: Collegian Media Group Budget Agreement

This agreement, made this 9th day of November 2023 between the Kansas State University Student Governing Association (KSU SGA) and the Collegian Media Group (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT Student Services Fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$329,000 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025); \$320,200 for Fiscal Year 2026 (July 1, 2025, through June 30, 2026); \$315,200 for Fiscal Year 2027 (July 1, 2026, through June 30, 2027); and will be reviewed prior to Fiscal Year 2028. All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes.
2. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of revenue changes at the discretion of the Student Body President, Speaker of the Student Senate, and the Student Services Fee Committee Chair. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. The following items shall be considered contractual items:
 - a. No student fee funds shall be used for the purchase of food or social functions.
 - b. No student fee funds shall be used for the creation or printing of publications which fall outside the mission of Collegian Media Group, to serve the entire campus or its primary publications (e.g. the *Royal Purple*, *The Collegian*, *e-Collegian*.)
 - c. No student fee funds shall be expended without authorization from the Finance Committee of the Board of Directors of Collegian Media Group.
4. Any breach of this agreement by the DEPARTMENT will result in automatic review by the Kansas State University Student Senate and such review could result in decrease or termination of funding of the BUDGET. The failure of Student Senate to exercise any rights in any instance shall not constitute a waiver of such rights in that instance or any other instance.
5. Within 60 days of the end of the fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Student Services Fee Committee Chair for review by the entire Student Senate body.
6. No construction or renovation of a building or facility at KSU is permitted with Student Services Fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V Section 508.C and Article XI Section 1105).
7. This agreement shall be governed by and subject to the laws of the State of Kansas.

8. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by their party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 23/24/36 becomes effective upon execution of this agreement by the Student Services Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Director of Collegian Media Group, the Vice President for Administration and Finance, and the Vice President of Academic Success and Student Affairs.

Chapter 19: Wildcat Watch Operations Budget Agreement

This agreement, made this 1st day of February, 2024, between the Kansas State University Student Governing Association (KSU SGA) and Wildcat Watch (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT Student Services fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$22,000 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025); \$22,000 for Fiscal Year 2026 (July 1, 2025, through June 30, 2026); and \$22,000 for Fiscal Year 2027 (July 1, 2026, through June 30, 2027). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to fiscal year 2028.
2. The funding of BUDGET is contingent upon sufficient collections of campus Student Services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. If these monies are not spent during the fiscal year in which they are allocated, any remaining monies in the account shall carry over into the next fiscal year.
4. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.
5. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
6. Within 60 days of the end of the fiscal year, the Adviser of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Student Services Fee Chair for review by KSU SGA.
7. No construction of or renovation of a building or facility at K-State is permitted with Student Services fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1105).
8. The agreement shall be governed by and subject to the laws of the State of Kansas.
9. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 23/24/53 becomes effective upon execution of this agreement by the Student Services Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Director of Wildcat Watch, the Vice President for Administration and Finance, and the Vice President for Academic Success and Student Affairs and Dean of Students.

Chapter 20: Wildcat Watch Equipment Reserve Budget Agreement

This agreement, made this 1st day of February, 2024, between the Kansas State University Student Governing Association (KSU SGA) and Wildcat Watch (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT Student Services fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$5,000 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025); \$5,000 for Fiscal Year 2026 (July 1, 2025, through June 30, 2026); \$5,000 for Fiscal Year 2027 (July 1, 2023, through June 30, 2027). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to Fiscal Year 2028.
2. The funding of BUDGET is contingent upon sufficient collections of campus Student Services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. If these monies are not spent during the fiscal year in which they are allocated, any remaining monies in the account shall carry over into the next fiscal year.
4. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.
5. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
6. Within 60 days of the end of the fiscal year, the Adviser of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Student Services Fee Chair for review by KSU SGA.
7. No construction of or renovation of a building or facility at K-State is permitted with Student Services fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1105).
8. The agreement shall be governed by and subject to the laws of the State of Kansas.
9. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 23/24/51 becomes effective upon execution of this agreement by the Student Services Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Director of Wildcat Watch, the Vice President for Administration and Finance, and the Vice President for Academic Success and Student Affairs and Dean of Students.

Chapter 21: Student Union Operations Student Services Fee Agreement

This agreement, made this 29th day of March 2022 between the Kansas State University Student Governing Association (KSU SGA) and the KSU Student Union (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT student services fee budget (BUDGET) shall be funded at the following levels for the following fiscal years: \$1,612,322 for Fiscal Year 2023 (July 1, 2022, through June 30, 2023); \$1,561,407 for Fiscal Year 2024 (July 1, 2023, through June 30, 2024); \$1,527,463 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2025-2026.
2. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
4. Within 60 days of the end of the fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Student Services Fee Chair for review by KSU SGA.
5. No construction or renovation of a building or facility at Kansas State University is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1103)
6. The agreement shall be governed by and subject to the laws of the State of Kansas.
7. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 21/22/89 becomes effective upon execution of this agreement by the Student Services Fee Chair, the Speaker of the Student Senate, the Student Body President, the Executive Director of the Student Union, Chief Financial Officer, and the Vice President for Student Life.

Chapter 22: K-State Student Union Repair & Replacement Student Services Fee Agreement

This agreement, made this 29th day of March 2022 between the Kansas State University Student Governing Association (KSU SGA) and the K-State Student Union (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual Repair and Replacement Account (BUDGET) shall be funded at the following levels for the following fiscal years: \$386,318 for Fiscal Year 2023 (July 1, 2022, through June 30, 2023); \$365,985 for Fiscal Year 2024 (July 1, 2023, through June 30, 2024); \$345,653 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. These monies must be spent on expenses related to DEPARTMENT repair and replacement. The BUDGET will be reviewed prior to academic year 2025-2026.
2. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. DEFINITIONS:
 - a. Repair shall be defined as major building repairs including repairs of fixed building property and the repairs of building equipment and building furnishings that are not part of normal maintenance and ordinary repairs (as defined below) of the facility. The cost of the repair must not exceed \$30,000.00.
 - b. Replacement involves the removal of a major part or component of structure or equipment and the substitution of a new part or component essentially of the same type and performance capabilities. Examples of replacement are building roofs and flooring. Replacing a revenue generator with a different one is not considered a replacement. The cost of the replacement must not exceed \$30,000.00.
 - c. Normal maintenance and ordinary repairs shall be defined as costs such as cleaning, adjustment, and painting which are incurred on a continuous basis to keep operational assets in usable condition. Ordinary repairs are outlays for parts, labor and related supplies which are necessary to keep the asset in operational condition, but neither (a) add materially to the value of the asset, nor (b) prolong its life appreciably.
 - d. Any repair or replacement that exceeds \$30,000.00 must first be approved by the Student Services Fee Committee.

4. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
5. Within 60 days after the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures and end-of-year account balances to the Student Services Fee Chair for review by KSU SGA.
6. No construction or renovation of a building or facility at Kansas State University is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V, Section 508, Letter C and Article XI).
7. The agreement shall be governed by and subject to the laws of the State of Kansas.
8. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 21/22/88 becomes effective upon execution of this agreement by the Student Services Fee Chair, the Speaker of the Student Senate, the Student Body President, the K-State Student Union Executive Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 23: K-State Student Union Repair & Replacement Reserve Account Student Services Fee Agreement

This agreement, made this 29th day of March 2022 between the Kansas State University Student Governing Association (KSU SGA) and the K-State Student Union (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual Repair and Replacement Reserve Account (BUDGET) shall be funded shall be funded at the following levels for the following fiscal years: \$0 for Fiscal Year 2023 (July 1, 2022, through June 30, 2023); \$0 for Fiscal Year 2024 (July 1, 2023, through June 30, 2024); \$0 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. These monies must be spent on emergencies related to Union repair and replacement as defined in Chapter 38 of the KSU SGA Statutes (KSU Student Union Repair and Replacement Agreement). The BUDGET will be reviewed prior to academic year 2025-2026.
2. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. An emergency shall be defined as any item not planned for that must be repaired or replaced in the current fiscal year to ensure student safety and to ensure that the building structure is operational. Any expenditure from this account must first be approved by the Student Services Fee Committee. No expenditure will be approved unless it is clear that all other sources of funding have been exhausted.
4. If these monies are not spent during the fiscal year in which they are allocated, and remaining monies in the account shall carry over into the next fiscal year. The reserve account shall not exceed \$250,000.00. Once this limit is reached, any money budgeted to this account shall instead be allocated to the DEPARTMENT Repair and Replacement Budget or, with approval by the Student Services Fee Committee, the Operations Budget according to the need of the facility as deemed by the K-State Student Union Executive Director.
5. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
6. Within 60 days after the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures and end-of-year account balances to the Student Services Fee Chair for review by KSU SGA.

7. No construction or renovation of a building or facility at Kansas State University is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V, Section 508, Letter C and Article XI).
8. The agreement shall be governed by and subject to the laws of the State of Kansas.
9. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 21/22/88 becomes effective upon execution of this agreement by the Student Services Fee Chair, the Speaker of the Student Senate, the Student Body President, the K-State Student Union Executive Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 24: K-State Student Union Food Contract Termination Agreement

This agreement, made this 29th day of March 2022 between the Kansas State University Student Governing Association (KSU SGA) and the K-State Student Union (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

8. The annual K-State Student Union Food Subsidy student services fee budget (BUDGET) shall be funded at the following levels for the following fiscal years: \$80,000 for Fiscal Year 2023 (July 1, 2022, through June 30, 2023); and \$20,000 for Fiscal Year 2024 (July 1, 2023, through June 30, 2024). These monies must be spent on the repayment of the cash advance from the university and will be directly transferred to NIUN991503 2080 09280 at the beginning of each fiscal year.
9. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
10. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
11. Within 60 days after the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures and end-of-year account balances to the Student Services Fee Chair for review by KSU SGA.
12. No construction or renovation of a building or facility at Kansas State University is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V, Section 508, Letter C and Article XI).
13. The agreement shall be governed by and subject to the laws of the State of Kansas.
14. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 21/22/88 becomes effective upon execution of this agreement by the Student Services Fee Chair, the Speaker of the Student Senate, the Student Body President, the K-State Student Union Executive Director, Chief Financial Officer, and the Vice President for Student Life.

Chapter 25: Union Program Council Student Services Agreement

This agreement, made this 29th day of March 2022 between the Kansas State University Student Governing Association (KSU SGA) and the K-State Student Union Union Program Council (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT student services fee budget (BUDGET) shall be funded at the following levels for the following fiscal years: \$190,767 for Fiscal Year 2023 (July 1, 2022, through June 30, 2023); \$180,726 for Fiscal Year 2024 (July 1, 2023, through June 30, 2024); \$170,686 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statues. The BUDGET will be reviewed prior to academic year 2025-2026.
2. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
4. Within 60 days after the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures and end-of-year account balances to the Student Services Fee Chair for review by KSU SGA.
5. No construction or renovation of a building or facility at Kansas State University is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V, Section 508, Letter C and Article XI).
6. All income generated via BUDGET use must be used to supplement the activities of said fee. The self-generated income created by Student Services Fees must be used for UPC activities and programs. The only exception is revenue generated for philanthropic purposes.
7. The agreement shall be governed by and subject to the laws of the State of Kansas.
8. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 21/22/88 becomes effective upon execution of this agreement by the Student Services Fee Chair, the Speaker of the Student Senate, the Student Body President, the Union Program Council Director, the K-State Student Union Executive Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 26: Campus Entertainment Fund Student Services Agreement

This agreement, made this 29th day of March 2022 between the Kansas State University Student Governing Association (KSU SGA) and the K-State Student Union (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual Campus Entertainment Fund student services fee budget (BUDGET) shall be funded at the following levels for the following fiscal years: \$123,675 for Fiscal Year 2023 (July 1, 2022, through June 30, 2023); \$123,675 for Fiscal Year 2024 (July 1, 2023, through June 30, 2024); \$123,675 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2025-2026.
2. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
4. Within 60 days after the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures and end-of-year account balances to the Student Services Fee Chair for review by KSU SGA.
5. A major event (MAJOR EVENT) shall be defined as an event with an artist performance fee greater than or equal to \$20,000.
6. The Union Governing Board and Union Program Council shall consider the following when utilizing the Campus Entertainment Fund:
 - 1) Provide MAJOR EVENT(S) to the K-State student body at least once per academic year.
 - 2) MAJOR EVENTS should try to have approval three-to-four months in advance, when viable, to provide ample time for event promotion.
 - 3) MAJOR EVENTS shall have affordable ticket prices for K-State students. The use of funds to subsidize student ticket prices is permissible.
7. The Campus Entertainment Fund shall only be used to fund MAJOR EVENTS programmed by the Union Program Council.

8. Any funds not spent at the end of the fiscal year shall revert to the Campus Entertainment Fund Reserve. The Campus Entertainment Fund Reserve account shall not exceed an amount of \$200,000. Funds in excess of \$200,000 shall be moved into the Student Services Fee Debt Reduction and Emergency Allocation account at fiscal year-end.
9. Use of Campus Entertainment Funds or Reserve must be approved by two-thirds of the three standing officers of the Union Governing Board (president, vice-president, and secretary as defined by Article IV of the Union Governing Board Constitution), and the K-State Student Union Executive Director.
10. All profits generated by MAJOR EVENTS utilizing the Campus Entertainment Fund shall be directed into the Campus Entertainment Fund Student Services Fee Account. Profits are subject to section 7 above.
11. No construction or renovation of a building or facility at Kansas State University is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V, Section 508, Letter C and Article XI).
12. The agreement shall be governed by and subject to the laws of the State of Kansas.
13. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 21/22/88 becomes effective upon execution of this agreement by the Student Services Fee Chair, the Speaker of the Student Senate, the Student Body President, the Union Program Council Director, the K-State Student Union Executive Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 27: Student Design Services Budget Agreement

This agreement, made this 29th day of March 2022 between the Kansas State University Student Governing Association (KSU SGA) and Student Design Services (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT student services fee budget (BUDGET) shall be funded at the following levels for the following fiscal years: \$53,907 for Fiscal Year 2023 (July 1, 2022, through June 30, 2023); \$47,918 for Fiscal Year 2024 (July 1, 2023, through June 30, 2024); \$41,928 for Fiscal Year 2025 (July 1, 2024, through June 30, 2025). All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2025-2026.
2. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. The following items shall be considered contractual items:
 - a. All income generated by the DEPARTMENT must be used to supplement the operation of the DEPARTMENT.
 - b. No student fee funds shall be used for the creation or printing of materials not for student organizations or privilege fee funded entities without the approval of the Student Services Fee Committee.
4. This agreement supersedes any previous agreement made by SGA with DEPARTMENT regarding funding of budgets and use of such funding.
5. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
6. Within 60 days after the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of expenditures and end-of-year account balances to the Student Services Fee Chair for review by KSU SGA.
7. No construction or renovation of a building or facility at Kansas State University is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V, Section 508, Letter C and Article XI).
8. The agreement shall be governed by and subject to the laws of the State of Kansas.

9. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 21/22/23 becomes effective upon execution of this agreement by the Student Services Fee Chair, the Speaker of the Student Senate, the Student Body President, the Student Design Services Director, the K-State Student Union Executive Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 28: KSDB Operations Budget Agreement

This agreement, made this 29th day of March 2022 between the Kansas State University Student Governing Association (KSU SGA) and KSDB-FM (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT student services fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$91,348 for July 1, 2022, through June 30, 2023; \$90,355 for July 1, 2023, through June 30, 2024; \$89,362 for July 1, 2024, through June 30, 2025. All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2025-2026.
2. These funds shall be allocated for KSDB general operations, student salaries, and a full-time manager position.
3. An amount not exceeding 12% of these operating costs may be allocated during the summer months in order to fulfill the 12-month contractual requirements of the Federal Communications Commission.
4. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
5. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.
6. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
7. Within 60 days after the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures and end-of-year account balances to the Student Services Fee Chair for review by KSU SGA.
8. No construction or renovation of a building or facility at Kansas State University is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V, Section 508, Letter C and Article XI).
9. The agreement shall be governed by and subject to the laws of the State of Kansas.

10. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 21/22/53 becomes effective upon execution of this agreement by the Student Services Fee Chair, the Speaker of the Student Senate, the Student Body President, the KSDB-FM Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 29: KSDB Reserve Budget Agreement

This agreement, made this 29th day of March 2022 between the Kansas State University Student Governing Association (KSU SGA) and KSDB-FM (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual KSDB-FM Reserve Account student services fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$3,880 for July 1, 2022, through June 30, 2023; \$3,880 for July 1, 2023, through June 30, 2024; \$3,880 for July 1, 2024, through June 30, 2025. All uses of DEPARTMENT Student Services Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2025-2026.
2. Any expenditure from this account must first be approved by a majority vote of the Student Services Fee Committee. During times when the Student Services Fee Committee is not regularly scheduled to meet, an expenditure may be approved by an absentee vote of the Student Services Fee Committee members.
3. If these monies are not spent during the fiscal year in which they are allocated, any remaining monies in the account shall carry over into the next fiscal year. This reserve account shall not exceed \$40,000.00. Once this limit is reached, any money budgeted to this account shall instead be allocated to the KSDB Operations Budget.
4. The funding of BUDGET is contingent upon sufficient collections of campus student services fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Student Services Fee Chair and sent to the Student Services Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
5. This agreement supersedes any previous agreement made by SGA with DEPARTMENT regarding funding of budgets and use of such funding.
6. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
7. Within 60 days after the end of each fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures and end-of-year account balances to the Student Services Fee Chair for review by KSU SGA.
8. No construction or renovation of a building or facility at Kansas State University is permitted

with privilege fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V, Section 508, Letter C and Article XI).

9. The agreement shall be governed by and subject to the laws of the State of Kansas.
10. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 21/22/52 becomes effective upon execution of this agreement by the Student Services Fee Chair, the Speaker of the Student Senate, the Student Body President, the KSDB-FM Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 30: Center for Student Involvement Privilege Fee Agreement

This agreement, made this 18th day of November 2020 between the Kansas State University Student Governing Association (SENATE) and the Center for Student Involvement (DEPARTMENT), shall supersede any previous agreement made by SENATE with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT privilege fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$313,252 for July 1, 2020, through June 30, 2021; \$391,566 for July 1, 2021, through June 30, 2022; \$391,566 for July 1, 2022, through June 30, 2023. All uses of DEPARTMENT Privilege Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2023-2024.
2. The funding of BUDGET is contingent upon sufficient collections of campus privilege fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair and sent to the Privilege Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. SafeRide Program:
 - a. KSU SGA will provide, through the Center for Student Involvement, at least the following amounts for a SafeRide Program during the corresponding fiscal years: \$15,000.00 for July 1st, 2020 through June 30th, 2021; \$15,000.00 for July 1st, 2021 through June 30th, 2022; and \$15,000.00 for July 1st, 2022 through June 30th, 2023.
4. Week of Welcome
 - a. The Center for Student Involvement will provide funding for Week of Welcome activities at least the following amounts during the corresponding fiscal years: \$10,000.00 for July 1st, 2020 through June 30th, 2021; \$10,000.00 for July 1st, 2021 through June 30th, 2022; and \$10,000.00 for July 1st, 2022 through June 30th, 2023.
5. The monies allocated for the SafeRide Program and Week of Welcome may be utilized for other DEPARTMENT operations, with approval by the Privilege Fee Committee, if deemed necessary by the Center for Student Involvement Executive Director.
6. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.
7. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the

BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.

8. Within 60 days of the end of the fiscal year, the Adviser of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Privilege Fee Chair for review by KSU SGA.
9. No construction of or renovation of a building or facility at K-State is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body (KSUSGA Constitution Article V, Section 508, Letter C and Article XI, Section 1105).
10. The agreement shall be governed by and subject to the laws of the State of Kansas.
11. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement

Bill 20/21/14 becomes effective upon execution of this agreement by the Privilege Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Executive Director of Center for Student Involvement, the Vice President for Student Life and Dean of Students, and the Chief Financial Officer.

Chapter 31: Student Activity Fee Privilege Fee Agreement

This agreement made this 19th day of November 2020, between the Kansas State University Student Governing Association (SENATE) and Kansas State University Student Activity Fee, Account NISASAUCPF (DEPARTMENT), shall supersede any previous agreement made by SENATE with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT privilege fee budget (BUDGET) shall be funded the following amounts for the following fiscal years: \$159,395.00 for July 1, 2020, through June 30, 2021; \$347,134.00 for July 1, 2021, through June 30, 2022; and \$355,622.00 for July 1, 2022, through June 30, 2023. All uses of DEPARTMENT Privilege Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2023-2024.
2. The funding of BUDGET is contingent upon sufficient collections of campus privilege fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair and sent to the Privilege Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. The annual DEPARTMENT BUDGET shall be allocated as follows:

	FY21	FY22	FY23
Diversity Programming Committee:	\$54,320.00	\$144,287.00	\$152,775.00
Campus Organizations:	\$10,995.00	\$54,979.00	\$54,979.00
Multicultural Organizations:	\$14,000.00	\$14,000.00	\$14,000.00
Open House:	\$0.00	\$7,293.00	\$7,293.00
Graduate Student Council:	\$14,302.00	\$23,837.00	\$23,837.00
Academic Competition:	\$54,000.00	\$87,300.00	\$87,300.00
CARE:	\$17,537.00	\$18,461.00	\$18,461.00
UFM Community Learning Center:	\$10,941.00	\$13,677.00	\$13,677.00
4. Institutional Services
 - a. KSU SGA recognizes the CARE and UFM as the only Institutional Services. Therefore, they shall not be required to register as a student group within the Center for Student Involvement (CSI) at Kansas State University in accordance to Statute 20- 0102.
 - b. The CARE and UFM shall adhere to the Privilege Fee funding requirements set forth in Chapter 30 of the KSU SGA Statutes in the same manner as a Privilege Fee Agency.
5. Multicultural Student Organizations

- a. Funding for Multicultural Student Organizations will be pulled from the Reserve for Contingencies Account.
 - b. The Asian American Student Union, Black Student Union, Hispanic American Leadership Organization, and the Native American Student Association who plan heritage months shall receive a block allocation \$3,500.00 each at the beginning of each fiscal year for the events during their heritage month.
 - c. These funds can only be spent on heritage month activities.
6. Campus Organizations
 - a. Funding for Campus Organizations shall adhere to the requirements set forth in Chapter 21 of the KSU SGA Statutes.
7. Diversity Programming Committee
 - a. The Diversity Programming Committee shall adhere to the requirements set forth in Chapter 24 of the KSU SGA Statutes.
 - b. All decisions made by the Diversity Programming Committee regarding the funding of requests shall be final and will not be subject to further approval by the SGA.
8. Academic Competition
 - a. For fiscal year 2021 of this agreement, \$87,300.00 of the allocation for Academic Competition Teams will come from the Privilege Fee while \$2,700.00 will be utilized from the Reserve for Contingencies Account, bringing the total allocation to \$90,000.00.
10. Any funds not spent at the end of the fiscal year shall revert back to the Reserves for Contingencies Account with the exception of the Diversity Programming Committee. Remaining Diversity Programming Committee funds at the end of the fiscal year shall revert back to the Diversity Programming Committee Reserve Account.
11. Any remaining funds in the Academic Competition Reserve Account shall be transferred to the reserves for Contingency Account at the end of FY 2023.
12. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
13. Within 60 days of the end of the fiscal year, KSU SGA Treasurer shall submit a written summary of BUDGET expenditures to the Privilege Fee Standing Committee Chair for review by the entire Senate Body.
14. No construction or renovation of a building or facility at KSU is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V, Section 509, Letter C and Article XI, Section 1105).
15. The agreement shall be governed by and subject to the laws of the State of Kansas.
16. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 20/21/05 becomes effective upon execution of this agreement by the Privilege Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the KSU SGA Treasurer, the Chief Financial Officer and the Vice President for Student Life.

Chapter 32: Recreational Services Privilege Fee Agreement

This agreement made this 1st day of November 2020, between the Kansas State University Student Governing Association Student Senate (KSU SGA), and Kansas State University Recreational Services (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT privilege fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$1,081,450 for July 1, 2020 to June 30, 2021; \$1,348,895 for July 1, 2021 to June 30, 2022; \$1,348,895 for July 1, 2022 to June 30, 2023. All uses of DEPARTMENT Privilege Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to the academic year 2023-2024.
3. The funding of BUDGET is contingent upon sufficient collections of campus privilege fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair and sent to the Privilege Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
4. Of the funds allocated each fiscal year, \$25,000 shall be budgeted for the repair, replacement, and/or the purchasing of new equipment.
5. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.
6. Any breach of this agreement by DEPARTMENT will result in automatic review by KSU SGA and such review could result in the decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
7. Within 90 days of the end of the fiscal year, the Director of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Privilege Fee Chair for review by KSU SGA.
8. No construction of or renovation of a building or facility at KSU is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1103).
9. The agreement shall be governed by and subject to the laws of the State of Kansas.

10. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 20/21/14 becomes effective upon execution of this agreement by the Privilege Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Recreational Services Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 33: Recreational Services Repair & Replacement Reserve Budget Agreement

This agreement made this 1st day of November 2020, between the Kansas State University Student Governing Association (KSU SGA) and Kansas State University Recreational Services (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT privilege fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$0.00 for July 1, 2020, through June 30, 2021; \$10,185.00 for July 1, 2021, through June 30, 2022; \$10,185.00 for July 1, 2022, through June 30, 2023. All uses of DEPARTMENT Privilege Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2023-2024.
2. The funding of BUDGET is contingent upon sufficient collections of campus privilege fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair and sent to the Privilege Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. These monies shall only be expended for the repair and replacement of building equipment, fitness equipment, and building furnishings that are not part of normal maintenance. These funds shall not be utilized for the repair or replacement of fixed building property or for a major part or component of structure or structural equipment.
4. Normal maintenance shall be defined as costs such as cleaning, adjustments and painting, which are incurred on a continuous basis to keep operational assets in usable condition.
5. Any repair or replacement that exceeds \$30,000 must first be approved by the Privilege Fee Committee.
5. If these monies are not spent during the fiscal year in which they are allocated, any remaining monies in the account shall carry over into the next fiscal year. The reserve account shall not exceed \$100,000.00. Once this limit is reached, any money budgeted to this account shall instead be allocated to the Debt Reduction and Emergency Allocation Account.
6. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.
7. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in the decrease or termination of funding of the

BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.

8. Within 60 days of the end of the fiscal year, the Adviser of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Privilege Fee Chair for review by KSU SGA.
9. No construction of or renovation of a building or facility at KSU is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1103)
10. The agreement shall be governed by and subject to the laws of the State of Kansas.
12. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 20/21/14 becomes effective upon execution of this agreement by the Privilege Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Recreational Services Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 34: Recreation Complex Maintenance Reserve Budget Agreement

This agreement, made this 1st day of November 2020 between the Kansas State University Student Governing Association (KSU SGA) and Kansas State Recreational Services (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT privilege fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$0.00 for July 1, 2020, through June 30, 2021; \$100,000.00 for July 1, 2021, through June 30, 2022; \$100,000.00 for July 1, 2022, through June 30, 2023. All uses of DEPARTMENT Privilege Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2023-2024.
2. The funding of BUDGET is contingent upon sufficient collections of campus privilege fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair and sent to the Privilege Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. Any use of these monies must receive approval from the Privilege Fee Committee. During a time when the Privilege Fee Committee is not regularly scheduled to meet, use of these monies may be approved through written consent of the Privilege Fee Chair and Speaker of the Student Senate. A post completion financial review of expenditures will be sent to the Privilege Fee Committee following any use of these funds. The only acceptable uses of these funds are for the DEPARTMENT and are as follows:
 - a. Major maintenance expenses incurred by the building including the repair and/or replacement of fixed building property, a major part or component of structure, structural equipment that are not part of normal maintenance and ordinary repairs (as defined below) of the facility. This definition also includes the removal of a major part or component of structure and the substitution of a new part or component essentially of the same type and performance capabilities. Replacing a revenue generator with a different one is not allowable through this definition.
3. Normal maintenance and ordinary repairs shall be defined as costs such as cleaning, adjustment and painting which are incurred on a continuous basis to keep operational assets in usable condition. Ordinary repairs are outlays for parts, labor and related supplies which are necessary to keep the asset in operational condition, but neither (a) add materially to the value of the asset, nor (b) prolong its life appreciably.
4. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.

5. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
6. Within 60 days of the end of the fiscal year, the Adviser of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Privilege Fee Chair for review by KSU SGA.
7. No construction of or renovation of a building or facility at K-State is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1103)
8. The agreement shall be governed by and subject to the laws of the State of Kansas.
9. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 20/21/14 becomes effective upon execution of this agreement by the Privilege Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Recreational Services Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 35: Sports Clubs Fee Budget Agreement

This agreement, made this 1st day of November, 2020, between the Kansas State University Student Governing Association (KSU SGA) and the Kansas State University Sports Clubs (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT privilege fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$16,000 for July 1, 2020, through June 30, 2021; \$65,470 for July 1, 2021, through June 30, 2022; \$65,470 for July 1, 2022, through June 30, 2023. All uses of DEPARTMENT Privilege Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2023-2024.
2. For each fiscal year in this agreement, \$49,470 of the allocation will come from the Privilege Fee while \$16,000 will be utilized from the Sports Club Reserve Account, bringing the total allocation to \$65,470.
3. Any funds not spent at the end of the fiscal year shall revert to the Sports Club Reserve Account.
 - a. Money in the Sports Club Reserve Account shall be only allocated to either those teams who have qualified and will be attending their national competition or to newly registered teams that are in need of start-up funding.
 - b. A minimum of four percent of the total per year allocation shall remain in the Sports Club Reserve Account.
3. The funding of BUDGET is contingent upon sufficient collections of campus privilege fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair and sent to the Privilege Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
4. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.
5. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in the decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
6. Within 60 days of the end of the fiscal year, the Adviser of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Privilege Fee Chair for review by KSU SGA.

7. No construction of or renovation of a building or facility at KSU is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body (SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1103).
8. The agreement shall be governed by and subject to the laws of the State of Kansas.
9. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 20/21/14 becomes effective upon execution of this agreement by the Privilege Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Center for Student Involvement Director, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 36: Student Legal Services Privilege Fee Agreement

This agreement, made this 27th day of November 2020 between the Kansas State University Student Governing Association (SENATE) and Student Legal Services (DEPARTMENT), shall supersede any previous agreement made by SENATE with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT privilege fee budget (BUDGET) shall be funded at the following level for the following fiscal years: \$103,667 for July 1, 2020, through June 30, 2021; \$109,124 for July 1, 2021, through June 30, 2022; \$109,124 for July 1, 2022, through June 30, 2023. All uses of DEPARTMENT Privilege Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2023-2024.
2. The funding of BUDGET is contingent upon sufficient collections of campus privilege fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair and sent to the Privilege Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.”
3. If these monies are not spent during the fiscal year in which they are allocated, any remaining monies in the account shall carry over into the next fiscal year.
4. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.
5. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
6. Within 60 days of the end of the fiscal year, the Adviser of the DEPARTMENT shall submit a written summary of BUDGET expenditures to the Privilege Fee Chair for review by KSU SGA.
7. No construction of or renovation of a building or facility at K-State is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body (KSU SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1105).
8. The agreement shall be governed by and subject to the laws of the State of Kansas.
9. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 20/21/14 becomes effective upon execution of this agreement by the Privilege Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the Student Legal Services Director, the Chief Financial Officer, and the Vice President for Student Life.

Chapter 37: Student Governing Association Budget Agreement

This agreement, made this 28th day of November 2020 between the Kansas State University Student Governing Association (KSU SGA) and the Student Governing Association (DEPARTMENT), shall supersede any previous agreement made by KSU SGA with the DEPARTMENT regarding funding of budget and use of such funding.

1. The annual DEPARTMENT privilege fee budget (BUDGET) shall be funded at the following levels for the following fiscal years: \$81,157 for July 1, 2020, through June 30, 2021; \$87,324 for July 1, 2021 through June 30, 2022; and \$88,338 for July 1, 2022 through June 30, 2023. All uses of DEPARTMENT Privilege Fees must be in compliance with Chapter 30 of the Kansas State University Student Governing Association Statutes. The BUDGET will be reviewed prior to academic year 2023-2024.
2. Internal Auditing Services:
 - a. KSU SGA will provide, through the Student Governing Association Privilege Fee, the amount of \$18,000.00 annually to obtain auditing services from the Kansas State University Internal Audit Office.
 - b. The Kansas State University Internal Audit Office will dedicate approximately 1,000 hours per year for conducting audits on the specified Privilege Fee receiving agencies for that year. A Privilege Fee Agency will be defined as any agency that directly receives funding from any campus privilege fee.
 - c. The audits will be conducted on a six-year schedule and upon the discretion of the Privilege Fee Committee as set forth in Chapter 30 of the KSU SGA Statutes. The specific order of each year's audits will be determined by the Privilege Fee Committee Chair in conjunction with the Director of the Office of Internal Audit.
 - d. The Kansas State University Office of Internal Audit will utilize the same practices and processes to audit Privilege Fee Agencies as it would for any other university department or organization as detailed within Chapter 30 of the KSU SGA Statutes.
2. The funding of BUDGET is contingent upon sufficient collections of campus privilege fees in the prior or current fiscal year and approval of the Kansas Board of Regents (KBOR). In the instance of insufficient collections or disapproval by KBOR, the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair will jointly notify DEPARTMENT of overall budget shortfall. DEPARTMENT will have 10 business days to submit an impact statement describing the implications of one, three, and five percent decreases to BUDGET. KSU SGA reserves the right to request different percentage decreases to BUDGET. The impact statements shall be vetted by the Student Body President, Speaker of the Student Senate, and Privilege Fee Chair and sent to the Privilege Fee Committee for review. Adjustments to BUDGET will be presented in a bill to be voted upon by KSU SGA.
3. This agreement supersedes any previous agreement made by KSU SGA with DEPARTMENT regarding funding of budgets and use of such funding.
4. Any breach of this agreement by the DEPARTMENT will result in automatic review by KSU SGA and such review could result in decrease or termination of funding of the BUDGET. The failure of KSU SGA to exercise any of its rights in any instance shall not constitute a waiver of such rights in that instance or in any other instance.
5. Within 60 days of the end of the fiscal year, the Adviser of the DEPARTMENT shall submit a written summary of expenditures to the Privilege Fee Chair for review by KSU SGA.

6. No construction or renovation of a building or facility at K-State is permitted with privilege fees unless the fee was established by a binding referendum vote of the student body. (KSU SGA Constitution Article V, Section 508, Letter C and Article XI, Section 1103)
7. The agreement shall be governed by and subject to the laws of the State of Kansas.
8. By signing this agreement, the representatives of the respective parties hereby represent that each is duly authorized by his or her party to execute this document on behalf of such party and that the party agrees to be bound by the provisions of the agreement.

Bill 20/21/14 becomes effective upon execution of this agreement by the Privilege Fee Committee Chair, the Speaker of the Student Senate, the Student Body President, the KSU SGA Treasurer, the Vice President for Student Life, and the Chief Financial Officer.

Chapter 38: Cats' Cupboard Bond Surplus Agreement

This agreement was made this 13th day of February 2020 between the Kansas State University Student Governing Association (KSU SGA), and Cats' Cupboard.

1. Kansas State University Student Governing Association recommends and approves that \$80,000.00 per year for three years, with the option to reauthorize the agreement one time for an additional three years of funding, be allocated from the student privilege fee bond surplus account to Cat's Cupboard for new projects and operational sustainability to enhance access and combat food insecurity.
2. KSU SGA requires these monies be reauthorized after three years, before the end of Fiscal Year (FY) 2023, via a resolution passed by Student Senate. The monies will be allocated in increments of \$80,000.00 per year for three years starting in FY21 and concluding at the end of FY23 unless it is reauthorized by a resolution of Student Senate to continue funding through the end of FY26.
3. At the end of FY23, if there is a desire to continue funding for an additional three years, Cats' Cupboard must present a plan on how they will become self-sustaining and financially independent from bond surplus monies by the end of FY26.
4. KSU SGA requires these yearly allocations to be utilized by Cats' Cupboard in two sectors that are defined in Section 5 and Section 6. The two sectors are listed below:
 - a. \$30,000- Emerging Projects and Initiatives
 - b. \$50,000- Operations
5. Monies designated for emerging projects and initiatives must be used to increase access to food, perishable food collaborations, marketing, outreach, and projects of similar nature. These emerging projects and initiatives may include, but are not restricted to the following, in no particular order:
 - a. Refuel stations across campus
 - b. Campus partnerships with the Animal Sciences and Industry Department, Milling Sciences Department, and/or Bakery Science Department to provide perishable food options such as dairy, meat, bread, etc.
 - c. Cooking classes and training for students to learn how to make nutritious, affordable meals
 - d. Outreach on SNAP and how to apply for SNAP or similar programs
6. Monies designated for operations must be used for expenses including, but not limited to utilities, staff salaries, office expenses, and other materials necessary for operations.
7. Monies not utilized in either sector at the end of the fiscal year will be transferred to the Cats' Cupboard reserve account and may be used at the discretion of the Cats' Cupboard director.
8. Each fiscal year, the director of Cats' Cupboard, or their designee, must present to Student Senate their complete financial records from all funding sources, including philanthropic contributions, progress on a plan for long-term operational sustainability, and metrics used to measure the productivity of the allocations outlined in this agreement.
9. If at any point in time the outlined requirements are deemed not duly executed, such as improper usage of funds, or if there is a drastic improvement to Cats' Cupboard's overall

funding that makes them financially sustainable, a resolution may be passed by the Student Senate to terminate this agreement and end all future allocations and the option to reauthorize funding during FY23.

10. If the priorities of Cats' Cupboard listed above were to change and a new funding structure requested, the only authority to adjust the funding allotments is dedicated to a resolution presented to KSU SGA and through consultation with Central Administration.

Part 4: Miscellaneous

Chapter 39: Kansas State University Honor System

39-01 *Kansas State University Undergraduate Honor System*

39-0101 The Kansas State University Governing Association sanctions the implementation of the Honor System at this University.

39-0102 Any changes made to the Honor System must be approved by Student Senate, in bill form, subject to the approval of the Student Body President.

39-0103 Purpose and Background of the Honor System

In March 1996, several members of the Provost's Task Force on Academic Honesty expressed concern with KSU's existing judicial process for handling breaches of academic honesty. They were worried that the current judicial process would not adequately support a new honor system. Their recommendation was to review the judicial processes of other universities that have honor codes, and draw up a series of recommendations for a new judicial system that could be introduced to the academic community at the same time that a new honor system is introduced. Judicial procedures from institutions such as the University of Virginia, the University of Maryland, Stanford University, University of California-Davis, Texas A&M, and Notre Dame University were examined and used to build a proposed new policy. A new judicial policy, if adopted, would replace the one currently described in the Student Life Handbook entitled "C. Adjudication of Charges of Student Dishonesty" and "D. Punishments and Records of Findings of Dishonesty" (found in the campus phone book on page 8).

A new honor system was developed to create a positive environment on campus that will promote the concepts of academic honesty and integrity. It was the fervent hope of the Provost's Task Force on Academic Honesty that a new honor system would serve as the foundation for a new community of trust that will develop among members of the academic community. It is important to note, however, that a community of trust must be preserved and protected by forthright responses to acts of dishonesty. For this reason, all members of the academic community, both students and faculty, are absolutely encouraged to respond to acts of dishonesty by reporting the event to the newly developed Honor Council. While KSU requires faculty to respond diligently to academic dishonesty, we prefer not to compel students to report acts of dishonesty, instead we trust that students will do the right thing" and take the action necessary to preserve their honor system by reporting an act of dishonesty.

All official responses to reports of academic dishonesty will be managed by a new Honor Council, which will be comprised of both students and faculty appointed by their peers from the general academic community. The new Honor Council will only handle breaches of academic honesty, and will conduct hearings and appeals for adjudication. Grading disputes, and other non-academic, behavior related issues will be handled elsewhere by existing KSU systems. The Honor Council will use the long-standing Faculty Senate approved definitions of plagiarism and cheating. The Honor Council will annually review these working definitions and any suggested changes will go through the normal Student Senate and Faculty Senate procedures.

The new judicial approach is a significant departure from the current system in which faculty, department heads, and deans are now burdened with the responsibility of taking punitive action for violations of academic honesty. Sanctions, if required, will be either given to the student directly by the professor or recommended by the Honor Council after

appropriate due process. Consistent with the existing policy, faculty are required to file record of all violations of academic honesty.

Under the new policy, the report will be filed with the Director of the Honor Council. Therefore, if a faculty member wishes to initially handle the violation themselves, the faculty member must file a notice stating what the violation was, how the matter was resolved, and that the student was made aware of the right to appeal the faculty member's decision to the Honor Council. As is now the case, students retain the right to appeal any faculty member's decision. Those appeals will now be handled by the Honor Council. The new Honor Council will be a joint commission of both students and faculty since both are integral elements of the academic community. Students appointed to participate on the Honor Council will be made available from the undergraduate population. Appointed members of the Honor Council will have a variety of responsibilities, depending upon circumstances. One very important responsibility of Honor Council membership will be to advocate the honor system by educating students and faculty regarding potential honor issues or violations. Honor Council members may advise students or faculty reporting potential honor issues or violations. Honor Council members may also be called upon to serve as neutral investigators of the facts involving an alleged violation. Finally, Honor Council members will serve the important role of being panel members during hearings regarding honor violations. To avoid conflict of interest, no Honor Council member will serve as both an investigator and an adjudicator for the same case. There should be an ongoing education/training program to prepare members of the Honor Council to deal with issues such as investigatory techniques, honor system advocacy, and the conduct of due process hearings.

Upon passage of this document from the respective bodies, a Director of the Honor Council will be appointed by the Provost to oversee this honor system. One duty of this Director shall be to work with the new Honor Council members to formalize the policy into an Honor System Constitution. Upon implementation of the Constitution, the Honor Council shall create By-Laws that it will be subject to. All procedures not specified either in the Honor System Constitution or By-Laws shall follow Robert's Rules of Order, Newly Revised. Impeachment procedures shall be defined in the Honor System By-Laws. The Honor Council shall also subject itself to an annual review process. The results of this review shall be presented to Student Senate, Faculty Senate, and the Provost no later than one month after its completion.

An honor system, with its associated educational support and judicial response systems, requires constant "care and feeding." It is recommended that eventually an administrator, functioning with the Provost's authority, be charged to manage the new honor system. According to the literature, most large institutions with honor systems have a "Director of Honor Systems and Related Judicial Affairs" on staff. "The key value of the administrator is to bring continuity, equity and improved management to the process" (Dannells, 1996). This director would serve as an ex officio member of the Honor Council.

39-0104 Undergraduate Honor System for Kansas State University

39-0105 Introduction

Kansas State University is a community of students, faculty, and administrators who come together to learn, work, and grow intellectually. The concept of community is central to our belief in the importance of honorable behavior for oneself and for the community as a whole. This strongly held value of honor and the expectations derived thereof are defined by K-State's Honor System. The Honor System is an assumption of trust which accompanies the student in all dealings with fellow students, faculty, and

administrators. The atmosphere of trust grounded in this assumption of honor enables every student to know his or her word will be taken as true and to compete fairly in the classroom. The acceptance of individual responsibility is essential to our community of trust. The foundation of the Honor System depends entirely upon the willingness of every individual to live up to the standards set by fellow students, faculty, and administration. If we are to enjoy the benefits of a community of trust and integrity which the Honor System fosters, we must hold ourselves to the basic principles of honesty: we must never lie or cheat. In order to safeguard the privileges offered by the Honor System, we must respond forthrightly and proactively with those students who have disregarded the principles of honesty.

39-0106 II. The Kansas State University Honor Code

The Kansas State University Honor System is defined by the following Honor Code:

- A. That as K-State students they will not give or receive aid in examinations; that they will not give or receive unpermitted aid in class work, in the preparation of reports or in any other work that is to be used by the instructor as the basis of grading.
- B. That as K-State students they will do their share and take an active part in seeing to it that others as well as themselves uphold the spirit and letter of the Honor System. This includes reporting an observed dishonesty.

39-0107 III. The Honor Pledge Statement

On all course work, assignments, or examinations done by students at Kansas State University, the following pledge is either required or implied: "On my honor as a student I have neither given nor received unauthorized aid on this assignment." This statement means that the student understands and has complied with the requirements of the assignment as set forth by the instructor.

39-0108 Judicial Procedures for a Breach of Academic Honesty

I. Report of a Breach of Academic Honesty

When a violation of academic honesty is observed by either a faculty member or a student, it will be normal procedure to report the event to the Office of the Director of the Honor System. If the Reporter is a faculty member, they may directly address the violation and then file the appropriate report with the Director. For all cases not initially addressed by the faculty member, the Director will then assign two members of the Honor Council to serve as case investigators. The investigators will be charged with the responsibility of making contact with the Reporter within two class days. If the Reporter, after initial discussion with the investigators, wishes to proceed with the charge, the investigators will inform the Director, in writing, that an honor code violation has been officially alleged. This should be done within two class days (four if class is not in session) after contact with the Reporter. Within another two class days (again, four if class is not in session), the Alleged Violator will be informed of the allegation in writing by the Director, and also be requested to prepare for a visit from the case investigators. Within a reasonable time frame the investigators will visit the Alleged Violator. The

purpose of the visit will be to gather facts regarding the case from the perspective of the Alleged Violator. After the investigators complete the fact gathering process, the investigators will make a final report to the Director describing the particulars of the case. From the report, the Director will determine whether to dismiss the case or proceed with an Honor Council Hearing Panel. The hearing, if required, should take place within ten class days of the report of an honor pledge violation.

39-0109 II. Honor Council Hearing Process

The Honor Council Hearing Panel will hold a hearing to determine whether or not a breach of academic honesty has occurred. The Honor Council Hearing Panel, which will be selected by the Director of the Honor Council, will be composed of six members from the Honor Council, with five voting and one serving as a neutral chair. The voting members will consist of three student and two faculty members. The chair may be either a faculty member or a senior-level student. The investigators of a case may not serve on the Honor Hearing Panel of that same case. The Alleged Violator and the Reporter should attend the hearing. The charge and associated facts of the case will be considered by the Honor Council Hearing Panel. The hearing is not a trial. Formal rules of evidence commonly associated with a civil or criminal trial may be counterproductive in an academic investigatory proceeding and shall not be applied. The Hearing Panel Chair will accept for consideration all matters which reasonable persons would accept as having probative value in the conduct of the Hearing Panel's affairs. The review of facts will be non-adversarial. Participants and/or witnesses will be questioned only by members of the Honor Council Hearing Panel. Students accused of a breach of academic honesty are required to defend themselves, although they will be afforded the right of having counsel present to serve in an advising capacity only. Character references will not be allowed as part of the proceedings. A majority vote among the Honor Council Hearing Panel will be required to reach a decision. If a situation arises where an Honor Council Hearing would need to be performed during the summer, that case will be tabled until classes resume in the fall.

39-0110 III. Criteria for Determining Whether or not a Breach of Academic Honesty Occurred
The evidence considered and a final vote regarding conviction by the Honor Council Hearing Panel should focus on the following three issues:

- A. Did a breach of academic honesty occur?
- B. What was the level of intent during the act?
- C. What was the level of seriousness of the act? Would acceptance of the act seriously erode the integrity of KSU's honor system?

39-0111 V. Appeals Process

If the Honor Council Hearing Panel decides with majority vote that a breach of academic honesty has occurred or if a student wishes to appeal the decision of a faculty member, an appeals process is available for the affected student. The student may appeal the decision of the panel on the basis of substantial new evidence or sufficient ground for good cause. Substantial new evidence is defined as evidence which was not available at the original trial and which has a direct bearing on the verdict. This appeal may be submitted within one year from the date of the decision.

Sufficient grounds for good cause is defined as an infringement on the rights of the accused student because of any irregularities in the way the Honor Council Hearing Panel

or faculty member conducted their business. An appeal of this type must be submitted to the Director of the Honor Council within fifteen days. A separate six member appeals board impaneled from the Honor Council by the Director would consider the issue. Faculty members who believe that the proceedings were not properly conducted may also appeal the decision within fifteen days. The period of appeals is one year from the date of the decision.

39-0112 VI. Records

All hearings should be taped, and kept as permanent record if a finding of violation is handed down. All proceedings will be kept confidential and subject to the provisions of the Family Rights and Privacy Act. Violations of confidentiality are grounds for dismissal as an Honor Council member. For those decisions handed down by individual faculty members, records of the case shall be retained in a central file by the Honor Council. As with the current system, those files will be available for consultation only by authorized parties if subsequent need arises.

39-0113 VII. Punishment for Findings of Dishonesty

If the Honor Hearing Panel finds that an attempt or breach of academic honesty did occur, it shall recommend an appropriate sanction, which will ordinarily be acted upon by the respective Dean. The normal sanction for the Honor Council Hearing Panel and for faculty members shall be a grade of XF in the course. An XF would be failure of the course with the X on the transcript indicating failure as a result of a breach of academic honesty. The Honor Hearing Panel and faculty members may also recommend a lesser or more severe sanction. Generally, acts involving advance planning, falsification of papers, collaboration with others, or some actual potential harm to other students will merit a severe sanction, i.e., suspension or expulsion, even for a first offense. An attempt to commit an act shall be punished to the same extent as the consummated act. The Honor Council will specify in their Constitution and/or By-laws whether or not an XF may ultimately be replaced with an F and what the criteria for the expungement shall be.

39-0114 VII. Appointment of Honor Council Members

A. Student Members

Undergraduate students wishing to represent their college will apply to the Student Body President no later than the third week of February. The Student Body President will appoint two students from each college to serve on the Honor Council. Since the College of Arts and Sciences is larger relative to other colleges, the Student Body President will appoint three students to serve on the Honor Council. All appointments will be made before the current term of the Student Body President ends and confirmed by the current Student Senate. Student terms will be for approximately two years beginning at the end spring semester in which they are appointed and concluding at the beginning of the respective summer semester. Students must have completed two full semesters of study at Kansas State University and be in good academic standing to be eligible to serve on the Honor Council. For the first year of implementation, half of the students appointed will be appointed will be designated for one-year terms upon the discretion of the Student Body President, creating a staggered appointment process. Student members either appointed to one-year terms in the first year of implementation or finishing partial terms may be appointed for a full two-year

term consecutively. All members appointed will participate in a training process to be planned by the Director of the Honor Council. No member of the Honor Council may serve two consecutive full terms.

B. Faculty Members

Faculty wishing to represent their college will apply to the Provost no later than the third week of February. The Provost, in consultation with the respective deans, will appoint two faculty members from each college to serve on the Honor Council. All appointments will be made no later than the third week of March. Since the College of Arts and Sciences is larger relative to the other colleges, the Provost will appoint three faculty members to serve on the Honor Council. Faculty members will serve two year terms. For the first year of implementation, half of the faculty members appointed will be designated for one-year terms upon the discretion of the Provost, in consultation with the respective deans, creating a staggered appointment process. Faculty members either appointed to one-year terms in the first year of implementation or finishing partial terms may be appointed for a full two-year term consecutively. All members appointed will participate in a training process to be planned by the Director of the Honor Council. No member of the Honor Council may serve two consecutive full terms.

C. Vacancies

If an Honor Council member resigns, the position will remain vacant until an appointment is made to fill that term. The appointment will be for the remaining portion of the term, which will expire normally as to preserve the natural continuity of a staggered appointment process.

39-02

Kansas State University Honor & Integrity System Constitution

We, the undergraduate and graduate students and faculty of Kansas State University, in order to conduct our academic endeavors under high standards of individual responsibility, thereby promoting personal honor and integrity, set forth this constitution of the Honor & Integrity System.

ARTICLE I. ROLE/PURPOSE

1. The Honor & Integrity System is intended to contribute to an environment at Kansas State University that fosters academic honesty and integrity.
2. All members of the academic community, both students and faculty, are urged to report violations of the honor pledge.
3. The honor pledge statement: On all assignments, examinations, or other course work undertaken by students, the following pledge is implied, whether or not it is stated: "On my honor, as a student, I have neither given nor received unauthorized aid on this academic work."
4. The K-State Honor & Integrity System specifies how alleged violations of the honor pledge are adjudicated by the Honor Council.
5. The Honor Council employs the Faculty Senate definitions for academic dishonesty in interpreting and applying this Honor & Integrity System.
6. Grading disputes and non-academic, behavior-related issues are handled elsewhere by existing K-State systems.
7. Breaches of faculty honesty and integrity are covered by existing university policies that are published in the Faculty Handbook.

ARTICLE II. SELECTION OF HONOR COUNCIL MEMBERS

1. The Honor Council includes faculty and undergraduate students from each of the following colleges: Agriculture, Architecture, Planning and Design; Arts and

Sciences; Business Administration; Education; Engineering; Human Ecology; Technology and Aviation. Each college is represented by four students and two faculty members, with the exception of the College of Arts and Sciences, which is represented by six students and four faculty members, and the College of Technology and Aviation, which is represented by four students and four faculty members. Two students and two faculty members represent either the School of Leadership Studies or Information Technology Services. Two faculty members represent the K-State Libraries. In addition, the Dean of Students will appoint three staff members and the Associate Provost for Diversity will appoint three students at-large to serve on the Honor Council. Two students and two faculty members at-large will be appointed by the Vice Provost for Undergraduate Studies. Twenty graduate students will be appointed at-large by the Graduate Student Council President upon the recommendation of the Graduate Student Council.

2. Undergraduate student members:
 - a. Undergraduate students are approved for service on the Honor Council by the Student Body President.
 - b. Student nominees must have completed two semesters at Kansas State University, be in good academic standing and be enrolled in a minimum of six credit hours.
 - c. Diversity may be a consideration in appointing members.
 - d. The Student Body President approves student members from each of the previously mentioned colleges.
 - e. All nominations are subject to approval by Student Senate.
 - f. The Student Body President forwards the names of nominees to the Provost, who ensures eligibility.
3. Graduate student members:
 - a. Graduate student nominees must be currently enrolled and in good academic standing.
 - b. Diversity may be a consideration in appointing members.
 - c. Graduate student nominees are forwarded to the Provost who ensures eligibility
4. Faculty Members:
 - a. Faculty apply for membership to their respective dean.
 - b. Deans' nominations are forwarded to the Provost and the president of the Faculty Senate who jointly approve members from each college.
 - c. Diversity may be a consideration in appointing members.
 - d. All appointments are subject to approval by Faculty Senate.

ARTICLE III. DUTIES OF HONOR COUNCIL MEMBERS

1. Attend scheduled meetings of the Honor Council.
2. Communicate and promote the Honor & Integrity System to the Kansas State University community.
3. Advise students and faculty who report violations of the honor pledge.
4. Serve as neutral investigators of alleged honor pledge violations.
5. Serve as panel members during hearings of alleged honor pledge violations.
6. If elected, serve as Chair or Vice Chair of the Honor Council.

ARTICLE IV. HONOR COUNCIL TERM OF OFFICE

1. Members' terms are two years, except for initial appointments, which are divided equally between one-year and two-year terms.
2. Members' terms begin at the end of the spring semester and end at the conclusion of the spring semester of the final year of their appointment.

3. No member of the Honor Council may serve two consecutive full terms.
4. Members participate in a training process developed by the Director of the Honor & Integrity System.
5. If members resign or are removed from office, replacement appointments are made by the respective entity for the remaining portions of their terms.

ARTICLE V. REMOVAL FROM HONOR COUNCIL

The Honor Council may remove any member on grounds of malfeasance, misfeasance or nonfeasance in office by two-thirds vote of the membership. Positions on the Honor Council that are unfilled at the time of a vote are not considered part of the membership. The Honor Council may recommend that the provost remove the Director or Associate Director on the grounds of malfeasance, misfeasance or nonfeasance in office by two-thirds vote of the membership.

ARTICLE VI. OFFICERS OF THE HONOR COUNCIL

1. Chair
 - a. The Chair is chosen annually from the membership of the Honor Council by majority vote.
 - b. The Chair presides at meetings of the Honor Council and serves in a parliamentary role.
 - c. The Chair, with the assistance of the Honor Council, annually evaluates the performance of the Honor & Integrity System Director and forwards the evaluation and a recommendation to the Provost.
 - d. If the Honor & Integrity System Director has a conflict of interest in an alleged violation, the Honor Council Chair serves in the role of Honor & Integrity System Director for that case.
2. Vice Chair
 - a. The Vice Chair is chosen annually from the membership of the Honor Council by majority vote.
 - b. The Vice Chair performs the duties of the Chair when the Chair is unable to do so.
3. Director
 - a. The Director of the Honor & Integrity System is appointed by the Provost to oversee the Honor Council.
 - b. Director's responsibilities:
 - i. Communicate and promote the Honor & Integrity System to the Kansas State University community.
 - ii. Receive alleged violations of the Honor & Integrity System.
 - iii. Determine whether alleged violations should proceed to a hearing panel.
 - iv. Select investigators, panels for hearings and appeals, and panel Chairs.
 - v. Provide the equipment and technical assistance for recording hearings.
 - vi. Record findings of the hearing and appeal panels.
 - vii. Maintain the records of all Honor Council proceedings.
 - viii. Review Honor & Integrity System policies and report annually to the Provost, Faculty Senate and Student Senate.
 - ix. Serve as an ex-officio member of the Honor Council.
 - x. Develop and conduct a training program for members of the Honor Council.

ARTICLE VII. EX-OFFICIO MEMBERS OF THE HONOR COUNCIL

1. The Provost and the Dean of Students, or their representatives, may serve an advisory role at Honor Council meetings.
2. The Director of the Honor & Integrity System and staff members of the Honor Council have speaking rights during Honor Council meetings.

ARTICLE VIII. STUDENT RIGHTS

Students' rights are enumerated under Article XII of the K-State Student Governing Association constitution.

ARTICLE IX. CONSTITUTIONAL AMENDMENTS

1. Amendments to this constitution may be proposed by any member of the faculty, undergraduate or graduate student at Kansas State University.
2. All amendments must be approved by 3/4 vote of the Honor Council selected and qualified.
3. All amendments are subject to approval by Faculty Senate and Student Senate.

ARTICLE X. BYLAW REVISIONS

Bylaw revisions must be approved by a 2/3 vote of the total Honor Council selected and qualified.

ARTICLE X: ANNUAL REVIEW

The Director and Associate shall Director annually review the Honor & Integrity System Constitution, Investigation and Adjudication Procedures and when appropriate, present amendments to the Honor Council for consideration and approval. Amendments to the Honor & Integrity System Constitution must then be approved by Faculty Senate, Graduate Council, and Student Senate. Changes in the Investigation and Adjudication Procedures must be reviewed at five-year intervals by Student Senate and Faculty Senate as specified in Article XI of the Constitution.

The Honor & Integrity System Director and Associate Director shall prepare an annual report of the previous year's Honor & Integrity System activities at the beginning of fall semester and present it to the Provost, Faculty Senate, Student Senate, Graduate Student Council and Graduate Council.

The Honor Council Chair annually initiates and organizes the Honor Council evaluation of the job performance of the Director and Associate Director and forwards that evaluation and recommendation to the Provost at the conclusion of the spring semester.

ARTICLE XI: INVESTIGATION AND ADJUDICATION PROCEDURES

Upon adoption by the Faculty Senate and Student Senate, the Investigation and Adjudication Procedures shall be subject to periodic review by Faculty Senate, Graduate Council, Graduate Student Council, and Student Senate, at 5 year intervals beginning in 2005. Interim revisions to the Investigation and Adjudication Procedures may be made upon approval by, a 2/3 vote of the Honor Council, and the Provost. The Investigation and Adjudication Procedures must be posted at the Honor & Integrity System website (<http://www.ksu.edu/honor>) and updated regularly.

39-03 Honor & Integrity System Investigation and Adjudication Procedures (Formerly Honor System Bylaws)

39-0301 Kansas State University has an Honor & Integrity System based on personal integrity, which is presumed to be sufficient assurance in academic matters that one's work is performed honestly and without unauthorized assistance. All full and part-time students enrolled in undergraduate and graduate courses on-campus, off-campus, and via distance learning, by registration in those courses, acknowledge the jurisdiction of the Honor & Integrity System.

A. Purpose

The Investigation and Adjudication Procedures have been developed for the purpose of administering the Kansas State University Honor & Integrity System. As set out in Article X of the Honor & Integrity System Constitution, the

Investigation and Adjudication Procedures were approved by the Honor Council, Student Senate, and Faculty Senate in 2006 and are subsequently subject to periodic review by those three governance bodies at 5 year intervals beginning in 2010. Interim revisions to the Investigation and Adjudication Procedures may be made upon approval by a 2/3 vote of the Honor Council and upon approval by the Provost. The Investigation and Adjudication Procedures must be posted at the Honor & Integrity System website (<http://www.k-state.edu/honor>) and updated regularly.

B. Reporting Honor Pledge Violations

Faculty and students report violations of the Honor Pledge to the Honor & Integrity System Director by filling out the Honor & Integrity System Violation Report form available at <http://www.k-state.edu/honor/faculty/reportform.html>. When the report is made by a student, the Director will consult with the faculty member who is the instructor of the course about filing an Honor Pledge Violation Report.

Faculty members are urged to report the alleged violation to the Office of the Honor & Integrity System when:

- a. the faculty member alleges a violation and imposes an academic sanction, (An academic sanction is any action that would lower a student's grade on an assignment.)
- or b. the faculty member alleges a violation and requests an investigation. The case investigation concludes once a decision has been made as to whether there is sufficient information to proceed to the adjudication stage.

Faculty members who allege an Honor Pledge violation need not report an alleged violation to the Office of the Honor & Integrity System when:

- a. a faculty member alleges a violation and issues a warning but imposes no academic sanction;
- or b. a faculty member alleges a violation, issues a warning, provides the student an opportunity to correct the transgression, but imposes no academic sanction;
- or c. a faculty member alleges a violation, issues a warning, provides an opportunity for the student to redo the assignment or take the exam again, but imposes no academic sanction.

Honor Pledge Violation reports shall be submitted to the Honor & Integrity System Director within twenty (20) class days of the violation or of the discovery of the violation. In certain situations, it is acceptable for a verbal notification to be given within the notification period. This situation might occur when a faculty member is conducting an internal investigation. A written report must follow the verbal report within a reasonable amount of time.

Faculty members have two options for filing an Honor Pledge Violation Report. Option One allows the faculty member to conduct her/his own investigation and identify the specific sanction for the violation. In this situation, Alleged Violators may contest only the allegation. If they do so, the case is turned over to the Honor & Integrity System for investigation and adjudication. Option Two allows the faculty member to turn the case directly over to the Honor & Integrity System for investigation and adjudication. The faculty member may recommend a sanction. Alleged Violators may contest the allegation and propose an alternate sanction during the adjudication phase, but the Honor & Integrity System Hearing Panel makes the final determination of the sanction.

Once a report has been filed by the faculty member, hereafter referred to as the Faculty Reporter, the Director notifies the Alleged Violator(s) of the allegation, of the right to review the Violation report, and of the right to contest the allegation. The Faculty Reporter and the Alleged Violator are encouraged to resolve the issue prior to proceeding to the investigation process. If the issue is resolved, a report of the agreed upon resolution is filed with the Office of the Honor & Integrity System. If the matter is not resolved, the Director initiates a case investigation.

C. Investigating Honor Pledge Violations

When the Director initiates a case investigation, the Associate Director appoints a member of the Honor Council or the Honesty & Integrity Peer Educators (HIPE) to serve as an Advisor to the Alleged Violator during the investigation and adjudication process, if the violation proceeds to adjudication. The Alleged Violator may at any time appoint someone else to serve as his/her Advisor, by notifying the Director.

The Faculty Reporter may, in consultation with the Director, withdraw the allegation at any time during the investigation process. Such withdrawal will cause the investigation to be terminated. In the event that a report is withdrawn, the Director shall ensure that all documentation is sealed and retained in the Office of the Honor & Integrity System.

The Director appoints two members of the Honor Council (one faculty and one student) to serve as Case Investigators. If the Alleged Violator is a graduate student, the student Case Investigator is a graduate student and the faculty Case Investigator is a member of the Graduate Faculty.

The Director arranges for the Case Investigators to meet separately with the Faculty Reporter and the Alleged Violator to review the Violation Report and other relevant information to determine if it appears an Honor Pledge violation has occurred. If needed, the Director arranges a meeting between the Case Investigators and any witness(es) as part of the investigative process.

During the course of the investigation the Alleged Violator is advised not to contact the Faculty Reporter to discuss aspects of the case. In the same manner, the Faculty Reporter is advised not to discuss the case with the Alleged Violator. Normal academic contact is permitted, however. In the event that the Director feels the need to protect the Faculty Reporter, Alleged Violator, or any witnesses involved in the investigation, the Director may take appropriate steps to protect the integrity of the process.

The Case Investigators submit a report to the Director that concludes whether there IS or IS NOT sufficient information to proceed to an adjudication hearing. If the Case Investigators conclude that there IS NOT sufficient information to proceed to a hearing, the Director notifies the Alleged Violator and the Faculty Reporter that no further action will be taken. The records are sealed and retained in the Office of the Honor & Integrity System. If the Case Investigators conclude that there IS sufficient information to proceed to a hearing, the Director informs the Alleged Violator and the Faculty Reporter and appoints an Honor Council Hearing Panel.

D. Adjudicating Honor Pledge Violations

When an Honor Pledge violation has proceeded to the adjudication stage, the Director appoints a panel of six members drawn from the membership of the Honor Council. Each panel consists of five voting members and one non-voting chairperson. If the

Alleged Violator is a graduate student, student members of the hearing panel are graduate students and faculty members are members of the Graduate Faculty. The Director appoints the chair, alternating in successive cases between a faculty member and a student member of the Honor Council. Voting membership of hearing panels consists of three students and two faculty members.

Hearing panels are normally convened within ten class days of the conclusion of the investigation. During the summer as well as January, May and August Intersessions, the Director may postpone Honor Council hearings until the beginning of the subsequent fall or spring semester. At the request of the Alleged Violator, the Director can convene a Special Hearing Panel whose make-up may deviate from that prescribed in this document in order to facilitate resolution of an alleged violation delayed by either Intersessions or the summer. Those notified of the date, time, and place of the hearing are the Alleged Violator and the HIPE Advisor, the Faculty Reporter, the Case Investigators, and any witnesses. In preparation for the hearing, the Director prepares copies of all necessary documentation required by the Hearing Panelists, Faculty Reporter, and/or Alleged Violator. A copy of the Case Investigation Report and supporting documentation will be made available to the Alleged Violator and Faculty Reporter at least three (3) class days prior to the hearing date. The Alleged Violator will sign a record of notification acknowledging that he/she received the information and will honor expectations of confidentiality.

Alleged violations filed under this policy are confidential and should not be disclosed to anyone who does not have a need to know. The University cannot guarantee absolute confidentiality because the University is obligated to investigate complaints. Supervisors and administrators are obligated to keep complaints confidential and protect the privacy of all parties to the extent possible consistent with preventing future acts of academic dishonesty, providing a remedy to persons injured and allowing Alleged Violators to reply to a complaint if any disciplinary action is anticipated. Alleged Violators as well as student witnesses are similarly bound by this expectation of confidentiality. Complaint information may be disclosed to state or federal anti-discrimination agencies for investigations and during litigation.

At the hearing, the Alleged Violator represents himself/herself. During the hearing, the Alleged Violator may consult as necessary with his/her Advisor. Voluntary failure by the Alleged Violator to appear before the Hearing Panel neither halts nor interrupts the proceedings.

The Director prepares the hearing panel script to be followed during the hearing. The script includes a specific sequence for introducing information by each of the involved parties. The Faculty Reporter, Alleged Violator, and Case Investigators are to inform the Director of any witnesses to be introduced during the hearing at least 3 class days prior to the scheduled hearing. The script is read by the Hearing Panel Chair.

The Hearing Panel Chair accepts for consideration all information that reasonable persons would accept as having evidentiary value during hearing panel proceedings. Character witnesses and personal references are not permitted. Formal rules of evidence are not applied.

Whether an Honor Pledge Violation occurred is determined by a simple majority of the five voting members on the Hearing Panel.

The decision of the Honor Council Hearing Panel is reported to the Director, who then notifies in writing the Alleged Violator, Faculty Reporter, the Faculty Reporter's Department Chair or Head, and (in the event there is a sanction of XF)

the Dean of the Faculty Reporter's and Violator's College of the Hearing Panel's decision. In a case involving a graduate student the Director will notify the above individuals as well as the Dean of the Graduate School and the student's Graduate Program Coordinator. If the hearing Panel determines that a violation of the Honor Pledge occurred, it imposes or upholds the appropriate sanction. All hearings are recorded and kept as part of the permanent record of the adjudication procedures. Records are confidential and subject to applicable privacy laws. Records are made available to authorized parties upon the determination of the Director.

E. Sanctions

The standard sanction for an Honor Pledge violation shall be the assignment of an XF on the student's transcript. The XF denotes failure in the course due to academic dishonesty – an Honor Pledge violation. If a sanction includes an XF, the Director shall contact the Registrar's office and authorize the grade of XF when:

- a. the Violator does not contest the allegation, or
- b. the case has been adjudicated, the hearing panel has issued a sanction, and the Violator chooses not to appeal the Hearing Panel's decision, or
- c. the time period for contesting the violation has expired and the Violator has failed to contact the Director.

When the appeals process is initiated immediately following the hearing, the Director shall postpone the grade change until such time as the appeals process is resolved.

If a sanction includes the requirement that the Violator complete the Development and Integrity course, described at the Honor & Integrity System web site <ksu.edu/honor>, the Faculty Reporter records an Incomplete for the course grade. If the Violator fails to successfully complete the Development and Integrity course in two semesters, then the Associate Director authorizes the Registrar to change the Incomplete to an XF. If the Violator successfully completes the Development and Integrity course, then the Associate Director contacts the Faculty Reporter who then replaces the Incomplete with the final grade earned in the course.

The Hearing Panel may deviate from the XF grade sanction and consider any of the following sanctions for violations of the Honor Pledge:

- a. A failing grade for the assignment in connection with which the violation of the Honor Pledge occurred
- b. A requirement to complete the Development and Integrity course prior to receiving a final grade in the class in which the Honor Pledge violation occurred
- c. Recommendation to the Provost that the student be suspended from the University
- d. Recommendation to the Provost that the student be expelled from the University
- e. Other appropriate educational sanction such as community service

In the event that an Honor Pledge Violation report cannot be resolved prior to the end of a semester, the Faculty Reporter records an Incomplete until such time as the alleged violation is resolved. The Honor & Integrity System Director will make every effort to resolve these conflicts prior to the end of the semester but does have the right to postpone the Investigation and Adjudication process during Intersessions and summer semesters.

F. Appeal of a Hearing Panel Decision

Appeals are to be based on procedural irregularities or substantial new information. Appeals based on procedural irregularities must be presented in writing to the Director within 15 days of an Honor Council Hearing Panel decision. Appeals based on substantial new information must be presented in writing to the Director within one year from the date of an Honor Council Hearing Panel decision. The Director determines whether an appeal based on substantial new information or procedural irregularities might have impacted the investigation or adjudication procedure. Following this determination, the Director may:

1. reconvene the Hearing Panel to hear new information, or
2. appoint a new Hearing Panel and conduct a new hearing, or
3. appoint new Case Investigators and a new Hearing Panel, or
4. take such other action as the Director feels appropriate.

The Director then notifies the Faculty Reporter and Alleged Violator in writing of the decision and the process to be followed.

G. Conflict of Interest

Members of the Honor Council involved in the investigation or adjudication procedures of a case will immediately notify the Director of any conflicts of interest. The Director may remove an Honor Council member from the investigation and adjudication process if sufficient information exists to support a conflict of interest.

Chapter 40: Student Health Advisory Committee By-Laws

[University Boards and Councils created by Student Governing Association may, at any time, amend their constitution and/or by-laws; however, the amendments do not take effect until approved, in resolution form, by Student Senate. When Student Senate considers constitutional or by-laws amendments passed by these boards and councils, it may not alter the amendments. Student Senate must either approve or disapprove the legislation as proposed.]

- 40-0101 Article I: Name
- 40-0102 Section 1. The name shall be the Student Health Advisory Committee.
- 40-0103 Article II: Purpose
- 40-0104 Section 1. Basic university affiliated physical and mental health and well-being care should be available to the students at Kansas State University during their enrollment at the university. The purpose of the committee is:
 - A. To advise the Lafene Health Center Director and the University Counseling Services Director about student physical health, or mental health and well-being needs and assist the director in setting priorities that have the interest of the students in mind.
 - B. To review the budgets of Lafene Health Center and the University Counseling Services on an annual basis.
 - C. To be a liaison with the Student Governing Association regarding issues of campus healthcare and well-being.
 - D. To serve as SGA's Student Services Fee Advisory Committee.
- 40-0105 Article III. Membership
- 40-0106 Section 1. The Student Health Advisory Committee shall include six student voting members. All Kansas State University students are eligible to apply for committee membership. Each committee member will serve terms equivalent to one academic year and a maximum of two terms. The membership will be:
 - A. An SGA liaison appointed by the SGA Executive Branch.
 - B. Two students appointed by Student Health Services.
 - C. Three at-large members decided through the SGA at-large application appointed by the Student Body President.
- 40-0107 Section 2. The SGA liaison appointed by the SGA Executive Branch shall serve as the Chairperson for the committee.
- 40-0108 Section 3. Additional non-office holding members will include the following:
 - A. The director of the Student Health Center.
 - B. Representative from the health promotion departments.
 - C. Association director for administration.
- 40-0109 Section 4. The expected duties of each committee member are to:
 - A. Serve a term of office for two (2) consecutive semesters and up to four (4) semesters over a consecutive two (2) year period.
 - B. Attend K-State SHAC meetings at a minimum of two (2) per year.
 - C. Be prompt and prepared for each meeting.
 - D. Participate in SHAC related activities and trainings on a regular basis and/or as needed.
- 40-0110 Section 5. The Chairperson of the committee shall fill the following responsibilities:
 - A. Organize and conduct meetings with prepared agenda with coordination from the Student Health Director
 - B. Take minutes along with attendance

- C. Submit meeting minutes to SHAC and Lafene Health Center Director within 48 hours of the meeting
 - D. Once approved by the president, send minutes to members of the committee; including director of the health center or director of health promotions
 - E. Fulfill any unforeseen duties pertaining to the committee
- 40-0111 Article IV. Appointment of Student Health Advisory Committee Members
40-0112 Section 1.
- A. The primary requirement for membership on the committee is a high level of interest in students' physical health, mental health, and well-being.
 - B. Applicants should be representative of K-State's diverse campus culture.
 - C. Applicants from a wide variety of academic disciplines are encouraged to participate.
- 40-0113 Section 2. The Student Body President shall send the at-large appointments and the executive branch appointment to the Director of Student Health two weeks after the student at-large application closes.
- 40-0114 Article V. Review and revision of By-Laws
40-0115 Section 1. These By-Laws shall be reviewed by the committee at least annually and discussed with the director of Lafene Health Center prior to changes being proposed by the committee.
- 40-0116 Section 2. Amendments or changes to these By-Laws shall be presented at a meeting of the Committee to be voted on at the subsequent meeting of the committee and must be passed by a majority of the committee.
- 40-0117 Section 3. The By-Laws must be approved Student Senate.
40-0118 Section 4. An electronic or paper copy of the current By-Laws shall be given to each committee member.
- 40-0119 Section 5. A current electronic copy of the By-Laws shall be given annually to the director of the student health center, the Student Body President, and Speaker of the Student Senate.
- 40-0120 Section 6. Any policy not covered in these By-Laws shall be superseded by the Constitution of the KSU SGA.

Chapter 41: Intercultural Leadership Council

41-0101

Purpose of Team:

The Intercultural Leadership Council (ILC) will serve as a Joint Council between the KSU Office of Student Belonging and Inclusion and KSU SGA. The ILC will (1) provide student awareness and input to Student Inclusion and Belonging in the areas of student advocacy, student access and success, and cultural competency development; and (2) provide input and guidance for student diversity & inclusion programming, events, and activities.

41-0102

Team Co-Chair(s):

Two (2) Student Co-Chairs; Student Body President and the SGA Multicultural Affairs Director.

41-0103

Members:

- A. Two (2) Student representatives from Multicultural Student Organization Leadership Council appointed by the Director of Diversity and Multicultural Student Life.
- B. Two (2) International student representatives appointed by the Director of International Student and Scholars Services.
- C. Two (2) Student representatives from Religious Student Organizations appointed by the Chair of the President's Committee on Religious, Spiritual and Nonreligious Diversity.
- D. Two (2) Student representative from Sexual/Gender Identity Student Organization appointed by the Spectrum Center.
- E. Two (2) Student representative appointed by the Director of the Student Access Center.
- F. Two (2) Student representatives from the Student Veterans Organization appointed by the Coordinator of the Veterans Center.
- G. Two (2) Student representatives from the Student Governing Association, the Director of International Affairs and the Diversity, Equity, Inclusion, and Belonging Committee Chair.
- G. Two (2) Graduate student representatives from the Graduate Student Council appointed by the Dean of Graduate Studies.

41-0104

Advisor:

Assistant Vice President of Student Belonging and Inclusion

41-0105

Membership Serving Term:

- A. ILC members shall serve a one year term beginning in the fall semester of the academic year.
- B. In the case that both council members will be unable to attend a meeting, they are able to send a representative from their organization in their place. This ensures that each organization has representation. This individual shall have full voting rights on behalf of their organization.

41-0106

Meeting Schedule:

The council will meet every 1st and 3rd Monday of the month from 5:30pm to 6:30pm during the course of the fall and spring terms or as otherwise determined by the council.

41-0107

Meeting with University President and Provost:

The council will meet with the Kansas State University President and Provost once per semester on an annual basis. This meeting will be held on the 1st Monday in November. The spring meeting will be held on the 3rd Monday of February. All meetings will take place during the regular ILC meeting times. Meeting dates may be subject to change as needed.

41-0108

Voting:

Voting shall consist of a majority vote of council members present. Each council member represents one vote, including the SGA Multicultural Affairs Director Co-Chair. The Student Body President Co-Chair will only vote in the event of a tie.

Chapter 42: K-State Athletics Inc. — K-State Student Governing Association Memorandum of Understanding

This agreement is between K-State Athletics, Inc. (KSA) and the K-State Student Governing Association (SGA). The purpose of this memorandum is to summarize the mutual understanding between all parties for student athletic passes.

KSA and SGA Partnership History:

- KSA and SGA have worked together for decades to mutually advance the interests of Kansas State University students, including historic collaboration leading to the construction of Ahearn Field House, KSU Stadium (now Bill Snyder Family Stadium), Bramlage Coliseum, and many other projects.
- At the request of SGA, KSA agreed to terminate the Privilege Fee Budget Agreement in 2018 — one year earlier than originally agreed. The scheduled fee of \$200,000 was reduced to zero, making KSA the lone athletics program in the state of Kansas and one of only eight in the country to operate with no direct or indirect university and student funding or state support.
- KSA also manages and funds the K-State Marching Band's annual operating budget of \$200,000, while it also contributes more than \$6.8 million annually in total payments to the University base budget for tuition and fees and annual institutional support fees.

Both parties acknowledge that:

- Only 6,701 student athletic passes were purchased for the 2019 football season — a 9.1% decrease from the 2018 season and the lowest total sold in 11 years.
- Per the Student Athletics Ticket Agreement signed in May 2018 and SGA Bill 17/18/76, should annual student pass sales fall below 7,000 in football, the agreement shall automatically terminate and the KSA Director, SGA President and the Athletics Liaison will meet to evaluate and discuss student ticket allotments prior to the next academic year.

Following the meeting on December 5, 2019, both parties agree to the following:

- The Student Athletics Ticket Agreement is terminated and shall not be renewed. This memorandum shall serve as the formal agreement between KSA and SGA and will be reviewed annually.
- Students will continue to have access free of charge to volleyball, women's basketball, women's soccer, and baseball home games. No changes to student seating locations and athletic pass prices for football and men's basketball will occur for the 2020-2021 academic year.
- KSA has full authority to adjust student seating and athletic pass prices and procedures for future years and will consult with SGA on an annual basis prior to making major changes.