

The Elder Law Journal By-Laws

PREAMBLE

The Elder Law Journal is an academic publication organized and staffed by students at the University of Illinois College of Law. The Journal exists to advance the field of elder law, to provide the academy and the bar with cogent and useful analyses of significant issues and topics in the field of elder law, to foster leadership in that field and to provide students at the College of Law with a valuable educational experience that improves the legal writing, research and other skills of the Members.

ARTICLE I. MEMBERSHIP

Section A. Generally. The Journal shall be composed of Members. All Members must be current students in good academic standing at the College of Law.

Clause 1. Duties of Membership. Members shall have a general duty to perform all work associated with their Membership in a timely and satisfactory fashion for the benefit of the Journal and their fellow Members.

(a) The Note. Members shall each complete one Note of publishable quality during their first academic year of Membership on the Journal. Members shall submit an outline of the Note and at least two drafts of the Note, and shall meet all other reasonable requirements and follow all other reasonable directions which the Board in its discretion shall see fit to instate.

(b) Cite Check, Proofreading & Other Editing. Members shall, as required by the Board, cite check, proofread and edit the papers selected for publication in the Journal, and perform all tasks necessary for the completion of cite checks, proofreads, and other editing duties. Any and all Members, including without limitation such Members as have completed their duties under Paragraph (a) of this Clause before the end of the first academic year of Membership, may be assigned by the Board additional cite-checking, proofreading and other editing duties or related tasks.

(c) Meetings & Voting. Members shall make all reasonable efforts to attend all Journal Meetings and to participate therein and as the circumstances allow exercise their votes as Members.

(d) Additional Obligations & Assignments. Members shall perform such other tasks, in addition to those set forth in Paragraphs (a), (b) and (c) of this Clause, as may be assigned by the Editor-in-Chief, or, in the Editor-in-Chief's stead, other Board Members.

Clause 2. Privileges of Membership. Members shall enjoy the following privileges.

(a) Title. Active members shall be listed by title in each issue of the Journal if they comply with the Journal's requirements. Members in their second academic year of membership not serving in a particular position shall be listed as Associate Editors.

(b) Authorship of Note. Members' names shall be printed on their respective Notes if such Notes are published.

(c) Journal Offices. Members are entitled to use the journal offices, subject to such rules as the Board may from time to time establish.

(d) Voting. Members are entitled to vote at all Journal Meetings and to reasonable accommodations, as the Board may provide, for proxy voting when Members cannot for good reason attend a particular Meeting.

(e) Declining Publication. A Member who's Note has been accepted for publication retains an option to decline publication. The decision by a Member to decline publication shall not affect the Member's continued Membership on the Journal or the Member's academic credit therefore. Offers of publication, however, shall be contingent upon the further submission of good faith efforts and acceptable post-publication-decision drafts.

(f) Final Review of Notes to Be Published. The publication schedule for Notes should include, following the final edit of the Note and prior to publication, at least forty-eight hours for Member review. During that time, the Member may consult with their Notes Editor, the Managing Notes Editor, or the Editor-in-Chief as needed. If, after consultation, the Member in good faith feels that the final edited version of the Note is not acceptable, the Member has an option to withdraw the note from publication. Once this forty-eight-hour review period has run, however, the Member no longer has the option to withdraw the Note from publication.

Section B. Selection, Invitation, & Acceptance of Members

Clause 1. The Writing Competition. After the close of the academic year, under the supervision of the Admissions Editor, in consultation with the Board, the Journal shall hold a Writing Competition to select new Members for the coming academic year.

(a) Eligibility. Except as provided in Clause 4 of this Section, the Competition shall be open to students who have completed at least one year of law school and are in good academic standing.

(b) Evaluation & Selection. After the Competition has ended, the Board shall evaluate each entry in the Competition and select those students for invitation who have, by their entries, demonstrated the skills and dedication necessary to become Members.

(i) Method; Notice. The evaluations shall be conducted by a predetermined method that the Board shall have made available generally to the student body before the start of the Competition. This method shall be reasonably calculated to enable the Board to determine which students have demonstrated the necessary skills and dedication to be selected for invitation to become Members.

(ii) Anonymity Ensured. The Board shall take all reasonable and necessary measures to ensure at all times, both during and after the Competition, the anonymity of students participating in the Competition.

(iii) Personal Statements. Subject to the discretion of the Board, a student participant in the Competition may submit a written Personal Statement describing how the student: is particularly interested in the field of Elder Law; is uniquely qualified to become a Member; or would add diversity to the Journal. A student submitting a Personal Statement must strive in writing the Statement to maintain the student's own anonymity.

Clause 2. Invitations. Before the beginning of the fall semester of each academic year, the Editor-in-Chief and Managing Editor shall invite, by physical or electronic mail or, if a student be unreachable by mail, other reasonable method, the students selected by the Board for invitation, until at least fifteen, but no more than thirty, as the circumstances permit, have accepted the

invitations. To ensure continuity in subsequent academic years, however, at least twelve of the students invited must be rising second-year students.

Clause 3. Acceptance. The invitation shall remain open to acceptance for a period of two weeks following actual notice of invitation by the Editor-in-Chief and Managing Editor, and no acceptance given or received after the two-week period shall be effective.

Clause 4. Limitations. No student may accept an invitation of membership or serve as a Member, who would serve concurrently as a member of the Law Review or the Journal of Law, Technology & Policy, or in an editorial capacity for the Illinois Law Update. Individuals that have already accepted Journal membership or serve on the Journal and subsequently accept membership with the Law Review; Journal of Law, Technology & Policy; or an editorial capacity position with the Illinois Law Update shall have their membership status with the Journal terminated.

Section C. Continuation of Membership

Clause 1. Associate Editorship. Except as otherwise provided in Clause 2 of this Section, all Members who, upon completing their fourth semester of law school and second semester as Members of the Journal, have not assumed an Editorship or other Office or Position provided for in this Section shall continue as Members and assume the title of Associate Editor.

(a) Duties. Associate Editors shall have the same duties of Members as provided for in Clause 1 of Section A of Article I, excepting Paragraph (a) thereof. In addition, Associate Editors are expected to participate fully as active Members of the Journal for the duration of their third year of law school. Failure to put forth a good faith effort in carrying out the duties of an Associate Editor may result in a revocation of credit and/or membership with the Journal.

(b) Privileges. Associate Editors shall enjoy the same privileges of Members as provided for in Clause 2 of Section A of Article I. Associate Editors shall not sit on the Editorial Board as voting members.

Clause 2. Conditions Precedent Thereto. The continuation of membership and the assumption of the title of Associate Editor, as provided for in Clause 1 of this Section, shall be subject to a right of rejection in the Board and conditioned upon the absence of an exercise of that right.

(a) Generally. Within a reasonable time before the election of incoming Editors in the second semester of the academic year, the Board shall consider whether to exercise its right of rejection as to any of the Members currently in their fourth semester of law school. The Board shall exercise the right according to the procedures set forth in Paragraph (c) of this Clause. Such exercise shall effect a Termination of Membership as to the Member, any other provisions of these By-Laws notwithstanding, but shall require a finding by two-thirds of the Board that the relevant Member is not and will not reasonably become capable of satisfactorily performing the work of the Journal.

(b) Factors. To determine whether to make the finding required under Paragraph (a) of this Clause, the Board shall consider the following factors and all other relevant facts and circumstances:

- (1) the progress the Member has made on his or her Note;
- (2) the quality of the Member's work for the Journal;

- (3) the Member's diligence and professionalism in attending to his or her responsibilities as a Member of the Journal;
- (4) the Member's cooperation with the Board, Editors and other Members;
- (5) the Member's efforts, if any, to cure any failures or shortcomings;
- (6) the Member's character and academic capabilities according to his or her general reputation at the law school; and,
- (7) any extraordinary or extenuating circumstances.

(c) Process. The Board shall, upon having made the finding required under Paragraph (a) of this Clause, give actual notice to the Member as to whom the finding shall have been made. The notice must set forth with specificity the factual basis for the finding and explain why the Board made the finding. The Member may of right demand to be heard before the Board to contest the finding. The demand for a hearing may be made orally or in writing, but in any case must be made within twenty-four hours of receipt of the notice, or the right to be heard forever is forfeited, in which case the Board shall be deemed to have exercised its right of rejection. If a hearing be timely demanded, it shall be conducted by such reasonable rules as the Board shall have established by formal resolution or rule promulgated a reasonable time before the hearing is to be held or at the time of the notice, whichever is earlier. As soon as the hearing is concluded, the Board shall vote on the question of whether to affirm its findings and thereby exercise its right of rejection. The result of such vote shall be considered final and unappealable.

Section D. Physical Presence. All Editors and members of the Board are expected to attend Editor meetings, called to session by the Editor-in-Chief, and complete any and all editor-specific duties that require their presence in Champaign. Due to this expectation, some positions require the editor to remain in Champaign throughout the semester. Any individual elected to one of these positions would, typically, be unable to participate in the Chicago or the College's study abroad programs.

Clause 1: Editors required to be in Champaign. The Editor-in-Chief, Managing Editor, and Executive Administrative Editor are required to be physically present in Champaign during their elected term, remain an "on-campus" student, cannot participate in activities or programs that would force them to spend large amounts of time away from Champaign. These activities or programs include, but are not limited to, the Chicago Program, Study Abroad or a semester away in any other city. Specific considerations and exceptions can be made by a two-thirds vote of the Editorial Board, minus the editor that requests the specific exception.

Clause 2: Editors not required to be in Champaign. All other Editors, including, but not limited to, Admissions Editors, Administrative Editors, Notes Editors*, Managing Notes Editor*, Articles Editors, Topics Editors, Internet Editors, and Associate Editors can remain in their positions while participating in activities or programs that would force them to spend a great deal of time away from Champaign. Any individual wishing to participate in said programs are responsible for informing the Editor-in-Chief, Managing Editor, faculty advisor, and any other related parties in writing.

This memorandum should disclose, at the minimum, the program the individual is participating in, the place they will be, their ability to travel to Champaign, and their proposed work and academic schedule. They must also provide the Editor-in-Chief with a semester-long plan, or year-long plan if applicable, describing how they plan on completing the duties assigned to their position. Before any person can be enrolled in the Elder Law Journal, their plan must be confirmed by the Editor-in-Chief and disclosed to the Elder Law Journal's faculty advisor.

If the Editor-in-Chief rejects the individual's plan, the veto may be overturned by a majority of the Board, minus the person asking for approval and the Editor-in-Chief.

Clause 3: Notice of Absence. Notice should be provided to the Editor-in-Chief within a reasonable amount of time prior to a semester during which an Editor expects they will be physically absent.

Clause 4: Consequences. Failure to provide such a plan or to meet the individual's responsibilities outlined in the Member Handbook will result in such a reprimand as the Editor-in-Chief sees fit, subject to a majority vote by the rest of the Board. This reprimand can include dismissal from the journal and loss of credit hours.

* Notes Editors and the Managing Editor are strongly encouraged to remain in Champaign during their elected term as a way to prioritize face-to-face interaction between them and their assigned members. But may participate in the above programs, provided all other requirements are met.

ARTICLE II. EDITORS

Section A. Generally. There shall be the following Editorships having the privileges and obligations and invested with powers set forth in this Article, except as may be provided in and otherwise subject to Articles III, IV and V of these By-Laws.

Clause 1. The Editor-in-Chief. The Editor-in-Chief shall be the Chair of the Board and, except as otherwise provided in Article III, shall have ultimate responsibility for the production and publication of the Journal and all the work of the Journal.

(a) Duties. The Editor-in-Chief shall have the following duties, obligations and responsibilities:

(i) Production & Publication. To ensure generally the production and publication of the Journal;

(ii) Supervision & Oversight. To supervise and oversee all the work of the Journal including without limitation any related duties enumerated in this Clause 1 of Section A of this Article;

(iii) Publication Schedule. To establish, with the approval of a majority of the Board, an overall schedule for publication, and to supervise the implementation of that schedule by the Managing Editor;

(iv) Management of Article Selection Process. To coordinate and manage the process for selection of articles;

(v) Internal Reporting. To make regular and detailed reports to the Board regarding the status of the work of the Journal generally, including the work of the Editor-in-Chief, as well as any specific matters about which the Board by majority vote shall have reasonably requested such reports;

(vi) Final Editing. To edit all articles, Notes, and all other materials or papers that are to be published, after all other Editors and Members have completed their respective edits and assigned tasks with regard to such articles, Notes, and all other materials or papers that are to be published.

(vii) Coordination with Staff. To coordinate and prioritize the work of the Journal's Administrative Aide, Journal Assistant, or other such Staff as may from time to time be provided to assist with the work of the Journal;

(viii) External Reporting. To complete and submit progress, status, and year-end reports, concerning the work of The Journal, to the administration of the law school;

(ix) Public Relations & Correspondence. To handle and arrange for all of the public relations and correspondence of the Journal; and,

(x) Notice. To provide notice to the Full Membership of the Journal before or upon the exercise of those powers set forth in Paragraph (b) whose exercise the provisions of that Paragraph reserve for extraordinary circumstances.

(b) Powers & Privileges. The Editor-in-Chief shall be vested with the following powers and enjoy the following privileges.

(i) To convene the Board, regularly or specially, as may be necessary to effect the work of the Journal, and to assemble the Full Membership of the Journal for a Journal Meeting as is provided for in Article V;

(ii) To preside over, chair & hold proceedings as Speaker in any Board Meeting or in any Journal Meeting, in the latter case as is provided for in Article V, to vote in all such meetings or proceedings as any other Member or Editor would vote, and, in a meeting of the Board, in case of a tie vote on a matter requiring a majority, to cast an additional vote to break the tie;

(iii) To make all appointments, with the approval of a majority of the Board of Editors or editors pro tempore, as may be required or provided for in these By-Laws, or as may otherwise be necessary and appropriate, including without limitation for the purposes of filling vacancies arising during the academic year or otherwise providing necessary assistance to the Board;

(iv) To act as the official liaison of the Journal with the law school and its administration;

(v) To require reports or accountings from the Board or Board Members, as may be reasonably necessary to effect the work of the Journal, unless a majority of the Board should reject such requirements;

(vi) To take all other actions necessary & appropriate for the exercise of the foregoing powers and the fulfillment of the duties, obligations and responsibilities set forth in Paragraph (a) of this Clause; and,

(vii) To delegate or assign temporarily the powers which are set forth in Subparagraphs (i) to (iv) of this Paragraph and the responsibilities which are set forth in Subparagraphs (vi) to (ix) of Paragraph (a).

Clause 2. The Managing Editor. The Managing Editor shall be Vice-Chair of the Board, and except as otherwise provided in these By-Laws shall have secondary supervisory authority and responsibility for the production and publication of the Journal. It shall be the responsibility of the Managing Editor, and he or she shall be vested with all the necessary and appropriate powers, to:

- (a) Manage** the day-to-day implementation of the overall publication schedule established by the Editor-in-Chief;
- (b) Supervise & coordinate** the activities of topics editors;
- (c) Report to & consult with** the Editor-in-Chief on a regular basis;
- (d) Edit** the foreword of each issue, the annual index, and tributes;
- (e) Edit** notes and article before submission to the Editor-in-Chief for final edits;
- (f) Supervise** the correction of revised pages and book proofs; and,
- (g) Convene & chair** Board Meetings in the absence of the Editor-in-Chief.

Clause 3. Executive Administrative Editor. The Executive Administrative Editor shall: sit on the Board; attend and supervise all cite checks; provide guidance and feedback to Members regarding the quality of the work performed on the Member assignments at cite check; and perform the cite-check transfer and edit for every Article and Note to be published in the Journal. In the absence of the Editor-in-Chief and Managing Editor, the Executive Administrative Editor shall run cite check. The Executive Administrative Editor is responsible to, and shall perform other tasks as may be assigned by, the Editor-in-Chief or the Managing Editor.

Clause 4. Administrative Editors. The two Administrative Editors shall: sit on the Board; conduct Bluebook training sessions for Members; prepare the list of sources necessary for cite checks; work with the assigned Editor to obtain any unavailable sources; supervise the Members assigned to pull sources; attend and supervise all cite checks; and perform cite check follow-ups. In addition, the Administrative Editors shall perform all mechanical edits as may be assigned by the Editor-in-Chief or the Managing Editor. The Administrative Editors are responsible to, and shall perform other tasks as may be assigned by, the Editor-in-Chief or the Managing Editor.

Clause 5. Managing Notes Editor. The Managing Notes Editor shall sit on the Board and supervises the Notes Editors. They also participate in the production and preparation of the Notes. The Managing Notes Editor shall aid in the selection of Note topics and provide, throughout the writing process, feedback and advice relating to their assigned Notes. They will also monitor the feedback given by Note Editors and Topics Editor to ensure that all members' notes are receiving high quality and consistent feedback. The Managing Notes Editor is responsible for and shall perform other tasks as may be assigned by, the Editor-in-Chief or the Managing Editor.

Clause 6. Notes Editors. The three Notes Editors shall sit on the Board and oversee the production and preparation of the Notes. The Notes Editors shall aid in selection of Note topics and provide, throughout the writing process, feedback and advice relating to their assigned Notes. The Notes Editors shall edit those Notes the Board shall select for publication, and shall attend those cite checks at which their assigned Notes are to be edited. The Notes Editors are responsible for and shall perform other tasks as may be assigned by, the Editor-in-Chief or the Managing Editor.

Clause 7. Articles Editors. The two Articles Editors shall: sit on the Board; plan and prepare outlines for future editions of the Journal; solicit authors for future articles; edit Articles selected for publication; maintain appropriate contact with authors; and prepare the articles section of the Journal for publication. In addition, the Articles Editors shall attend the cite checks at which their assigned Articles are to be edited. The Articles Editors are responsible to, and shall perform other tasks as may be assigned by, the Editor-in-Chief or the Managing Editor.

Clause 8. Admissions Editor. The Admissions Editor shall plan and supervise the Writing Competition in consultation with the Board. To that end, Admissions Editor shall: help to select a topic for the Competition; conduct necessary research on issues relevant to that topic; produce summaries of the relevant cases; develop possible resolutions to the topic; and perform such other tasks necessary for the successful completion of the Competition as the Board may determine. The Admissions Editor shall be responsible for grading the citation portion of the Competition and, prior to grading, shall provide and seek approval of the Editor-in-Chief on their grading method. Upon completion of the aforesaid duties associated with the Writing Competition, the Admissions Editor shall be deemed to have fulfilled all membership duties for the academic year following the completion of such duties, excepting Paragraph (c) of Clause 1 of Section A of Article I and Clause 3 of Section H of Article III. The Admissions Editor shall sit on the Board.

Clause 9. Topics Editor. The Topics Editor shall: identify potential topics for Notes; conduct research sufficient to determine whether a viable issue exists for each proposed topic; perform a preemption check at the beginning of the Notes selection process with new Members to ensure the topic will be eligible for potential publication, make a list of suggested sources to be consulted for further research on each proposed topic; compare and contrast the proposed topics to ensure that there be no significant overlap; prepare a sufficiently detailed topic outline for each proposed topic; and will before the final Notes are selected for published, perform a plagiarism-preemption check to ensure each Note is still eligible for potential publication. The Topics Editor, as an appointed position, shall not sit on the Board.

Clause 10: Internet Editor. The Internet Editor shall: use the Journal's social media pages to highlight an article/note and member's achievements; maintain and update the Journal's website; and manage the Journal's email account. The Internet Editor, as an appointed position, shall not sit on the Board.

Section B. Mode of Selection. Editors shall be selected either by election or appointment. Once elected or appointed, no Editor shall be a member of, hold any offices on or become otherwise affiliated with the Law Review or the Journal of Law, Technology, or Policy.

Clause 1. Elected Editorships; Eligibility. The following shall be elected according to the provisions of Article V: the Editor-in-Chief; the Managing Editor; the Executive Administrative Editor; the Managing Notes Editor; the two Administrative Editors; the three Notes Editors; the two Articles Editors; and the Admissions Editor. Any Member who has completed three semesters of law school and is currently in his or her fourth semester, with two semesters of law school remaining shall be eligible for election to any Board position.

Clause 2. Appointed Editorships; Eligibility. The Topics Editor and Internet Editor shall be appointed by the Editor-in-Chief and approved by a majority of the Board, as is provided for in Subparagraph (iii) of Paragraph (b) of Clause 1 of Section A of this Article. The Editor-in-Chief has the discretion to determine for the following year how appointed editorships are filled, including the number of positions available, or any combining of roles to fit the needs of the journal. Any Member who has completed three semesters of law school and is currently in his or her fourth semester, with two semesters of law school remaining, but has not been elected to an Editorship under Clause 1 of this Section shall be eligible for appointment.

Section C. Turnover. The responsibilities of the Editors as Editors with regard to the turnover of the Editorships to the incoming Editors upon the election of new Editors in the second semester of the academic year shall be according to the direction of the current, rather than incoming, Board as provided for in Section H of Article III. This Section, however, shall not be construed to limit the discretion of the individual Editor to take such steps as that Editor may think appropriate or necessary to effect a successful turnover or otherwise to further the ends of Section H of Article III.

Section D. Physical Presence. The Editor-in-Chief, Managing Editor, and Executive Administrative Editor are required to be physically present in Champaign during the entire publication year (*e.g.*, may not participate in the Chicago Program). All other Editors are responsible for informing the Editor-in-Chief in writing if they will not be reasonably physically available or present in Champaign during a given semester so that the Editor-in-Chief may take appropriate steps to account for such absences. Notice should be provided to the Editor-in-Chief within a reasonable amount of time prior to a semester during which an Editor expects they will be physically absent.

ARTICLE III. THE BOARD OF EDITORS

Section A. Generally. Except as otherwise provided in these By-Laws, the business, operation, and management of the Journal shall be conducted by a Board of Editors, and, notwithstanding any other provisions in these By-Laws, the Board shall have final and ultimate authority and responsibility for all the work of the Journal.

Section B. Composition. The Board shall consist of the Editor-in-Chief, the Managing Editor, the Executive Administrative Editor, the Managing Notes Editor, the two Administrative Editors, the three Notes Editors, the two Articles Editors, and the Admissions Editor. The Topics Editor and Internet Editor, as well as any Associate Editors, shall not sit on the Board.

Section C. Meetings. The Board will meet at least once every other month during the academic year, or at such other regular intervals as the Board may from time to time determine.

Section D. Organization. Three-fifths of the Board shall be a quorum to conduct any business, and, except as is otherwise provided in Subparagraph (ii) of Paragraph (b) of Clause 1 of Section A of Article II, each Board Member shall have one vote which shall be equal in weight to all the others.

Section E. Minutes. The Board by its own rules shall keep minutes of its proceedings and meetings, which it shall be kept and made available to subsequent Boards and, at the discretion of the Board, to the Full Membership or specific Members or Editors.

Section F. Elections. The election of the individual Editors which constitute the Board shall be by the procedures set forth in Article V, as is provided in Clause 1 of Section B of Article II.

Section F. Powers. Except as otherwise provided in these By-Laws by specific or express grant, all necessary power for conducting the work of the Journal is vested in the Board, including the following powers:

Clause 1. To assign topics for issues of the Journal;

Clause 2. To select Notes for publication from the Member Notes as provided for in Section G of this Article;

Clause 3. To confirm Articles for publication;

Clause 4. To approve or confirm certain acts of the Editor-in-Chief, Managing Editor, and other Editors performed pursuant to and as provided for in Section A of Article II;

Clause 5. To publish non-Member student Notes if the Board determines the paper merits publication and would contribute greatly to the field of Elder Law;

Clause 6. To terminate or suspend, or to reinstate, Members and Editors as provided in Article V;

Clause 7. To assemble the Full Membership of the Journal for a Journal Meeting, but only by a two-thirds vote of the Board;

Clause 8. To interpret & construe these By-Laws by formal resolution or rule; and,

Clause 9. To take any other necessary measure for the exercise of its power or fulfillment of its duties and responsibilities.

Section G. Selection of Notes for Publication. After the Members shall have timely produced their Notes as provided for in Paragraph (a) of Clause 1 of Section A of Article I, and upon the approval of the Notes by the respective Notes Editors and/or Managing Notes Editor assigned thereto, pursuant to Clause 5 of Section A of Article II, the Board shall evaluate all of the Notes so produced and select the highest quality Notes for publication in the academic year following that in which the Notes were produced.

Clause 1. Method of Evaluation; Notice Thereof. The Board shall evaluate and select the Notes to be published by a predetermined method and process, both of which the Board shall have made available generally to the Members before the close of the first semester of the academic year in which the Notes shall be produced. Such method and process shall be reasonably calculated to enable the Board to determine which Notes possess the requisite qualities for publication, and shall ensure that each Note in the first instance be evaluated on its own merits. The Board shall not fix a specific number of Notes to be published per academic year or set similarly strict numerical quota for evaluating Notes, but may, in its discretion, establish guidelines that consider feasibility, cost and other practicalities of the editing and publication processes.

Clause 2. Offers of Publication; Further Conditions Precedent to Publication. The Board shall, within a reasonable time after selecting the Notes for publication, extend Offers of Publication to the Members who produced the selected Notes (the "Member-Authors"). Neither selection for publication nor the extension of an Offer of Publication shall constitute a guarantee on the part of the Board that a Note will be published. Such Offers shall be subject to, and conditioned upon, the timely and satisfactory completion of the editing process by all involved, including the Member-Author, as well as such needs and exigencies of the Journal as may arise the academic year following that in which the Note was produced. Failure to fulfill additional duties relating to editing and preparing the Note for publication by the Member-Author, or changes in his or her status or affiliation pursuant to Article IV of these By-Laws, may constitute grounds for the revocation of an Offer of Publication by the Board.

Clause 3. Timing. The Board shall render all decisions regarding the selection of Member Notes and extend all Offers of Publication by or before the close of the academic year in which the Note was produced.

Clause 4. No Effect on Privileges of Membership. Nothing in this Section shall be construed to deny or diminish the privileges of membership conferred on the Member-Author pursuant to Clause 2 of Section A of Article I, and especially, but not limited to, Paragraphs (e) and (f) thereof.

Section H. Turnover; Continuity Between Boards. Each academic year the Board shall take all reasonable and necessary steps to ensure the success of the next Board and all the Editors who shall be elected or appointed before the close of the academic year, including without limitation the performance of the following actions:

Clause 1. Annual Report of the Board. Each academic year the Board shall prepare a written Annual Report containing a general record of its activities and the work of the Journal under its leadership, to be provided to the incoming Board within a reasonable time after the election of Editors in the second semester of the academic year. The specific format and content of each Annual Report shall be such as the Board may in its discretion reasonably determine necessary and conducive to the successful turnover of the powers and responsibilities of the Board as a whole.

Clause 2. Minutes of the Board. The Minutes provided for in Section F of this Article shall be made available as a part of the turnover required under this Section, either in the Annual Report provided for in Clause 1 of this Section or separately by some other method, as the Board may see fit so to provide.

Clause 3. Individual Editor Reports. Each academic year the Board shall direct and oversee the preparation and distribution of written Editor Reports by the individual Editors sitting on the Board and also by the Admissions and Topics Editors, respectively, to be provided to the incoming Editors within a reasonable time after their election in the second semester of the academic year. The specific format and content of the Editor Reports shall be such as the Board, or, as the case may be, individual Editors, or groups of Editors when necessary, may in its or their discretion reasonably determine necessary and conducive to the successful turnover of the powers and responsibilities of each individual Editor.

Clause 4. Turnover Committee. For purposes of this Section, the Board may constitute a committee to aid the Board in accomplishing the ends of this Section and the Board's responsibilities under this Section, including without limitation the preparation of the annual report and the direction and oversight of the preparation and distribution of the Editor Reports.

ARTICLE IV. CHANGES IN STATUS OR AFFILIATION

Section A. Resignation

Clause 1. Generally. Any Member may resign from the Journal by submitting to the Editor-in-Chief a written statement describing the reasons for the resignation.

Clause 2. Petitions for Reinstatement. A former Member who has resigned from the Journal may petition the Board in writing for reinstatement as a Member. Reinstatement shall be by a majority vote of the Board upon a finding that, in light of all the facts and circumstances, reinstatement of the particular Member would benefit The Journal as a whole. The Board must give the former Member seasonable notice of the Board's disposition of the petition. Such disposition shall be final and un-appealable.

Section B. Denial of Academic Credit. The Board may by a majority vote deny academic credit to any Member for a particular semester of the academic year that the Board presides over upon a finding that the Member has unjustifiably failed to abide by these By-Laws or to perform satisfactorily his or her responsibilities as a Member of the Journal during the relevant semester. Such denial shall be final and un-appealable.

Section C. Termination of Membership. The Board may at any time terminate the Membership of any Member upon a finding by two-thirds of the Board that the relevant Member is not and will not reasonably become capable of satisfactorily performing the work of the Journal. The Board may make such a finding of incapacity upon consideration of all the facts and circumstances as provided for in Clause 1 of this Section, according to the procedures provided for in Clause 2 of this Section.

Clause 1. Incapacity. The Board may make a finding of incapacity upon consideration of all the relevant facts and circumstances, including without limitation the factors enumerated in Paragraph (b) of Clause 2 of Section C of Article I (Factors, Conditions Precedent to Continuation of Membership).

Clause 2. Process. The Board shall, upon having made a finding of incapacity, under either Clause 1 or Clause 2 of this Section, give actual notice of the finding to the relevant Member. The notice must set forth with specificity the factual basis for the finding and, if the finding be under Clause 2, explain why the Board so found. The Member may of right demand to be heard before the Board to contest the finding. The demand for a hearing may be made orally or in writing, but in any case must be made within twenty-four hours of receipt of the notice, or the right to be heard forever waived, in which case Membership shall be deemed terminated. If a hearing be timely demanded, it shall be conducted by such reasonable rules as the Board shall have established by formal resolution or rule promulgated a reasonable time before the hearing is to be held or at the time of the notice, whichever is earlier. As soon as the hearing is concluded, the Board shall vote on the question of whether to affirm its findings and thereby terminate the Membership of the relevant Member. The result of such vote shall be considered final and un-appealable.

Section D. Temporary Suspension of Membership Duties. The Board may, on petition by a Member, temporarily suspend the Membership Duties of that Member, for a period not greater than one semester, as the circumstances may require, upon a finding by a majority of the Board of severe hardship or extraordinary circumstances justifying the Temporary Suspension. The Member in his or her petition for the Temporary Suspension shall set forth with specificity the facts justifying the Temporary Suspension. The Board may in its discretion hold a hearing and call the petitioning Member to be heard, but the Member may not of right demand a hearing on the petition. The Board shall give the Member reasonable notice of the Board's disposition of the petition. At the end of any period of Temporary Suspension, the suspended Member shall be automatically reinstated and shall be assigned new duties within a reasonable time from the reinstatement. The Board may consider a failure by the Member to accept new duties after the reinstatement, as well as the circumstances of the Temporary Suspension, in making a finding of incapacity under Clause 1 of Section C of this Article. A Member under temporary suspension may not receive academic credit for being a part of the Journal.

ARTICLE V. JOURNAL MEETINGS

Section A. Generally. All residual powers not otherwise granted by or in these By-Laws remains in the Full Membership of the Journal collectively, to be exercised when assembled in a Journal Meeting.

Section B. Composition. A Journal Meeting shall be composed of the Full Members of the Journal, or all the Members or Editors then-affiliated with the Journal and in good standing.

Section C. Assembly & Convention. The Full Membership of the Journal may be called to assemble for a Journal Meeting: by the Editor-in-Chief; by the Board with a two-thirds vote; or upon a petition by a majority of the Full Membership of the Journal. A Journal Meeting called by an individual other than the Editor-in-Chief may be chaired by another member of the Board as chosen by a simple majority of the Board, if the meeting is called by a two-thirds vote of the Board, or, a simple majority of the membership, if the meeting is called by a majority of the membership.

Section D. Meetings. A Journal Meeting will be held at least once every academic year, during the spring semester, and at least four weeks before the last day of classes of that semester, for the primary purpose of electing the Editors for the subsequent academic year, as provided for in Clause 1 of Section B of Article II and Section *I* of this Article.

Section E. Pre-Meeting Notice. No Journal Meeting shall be had unless the Members or Editors, as the case may be, who have called or petitioned for the Meeting, give notice, at least forty-eight hours prior to the date and time the Meeting will be held, which sets forth in detail the planned agenda or topics and the reason or reasons why the Meeting has been called or petitioned for.

Section F. Special Officers for the Meeting. It shall be an additional duty of the Managing Editor to appoint from the Editors and Members a Secretary of the Meeting and a Clerk of the Meeting. Whenever possible, notice of the appointments should be given in advance of the Meeting. The Secretary shall take minutes which shall be distributed to the Full Membership within a reasonable time after the close of the Meeting. The Clerk of the Meeting shall perform all tasks assigned him in this Article. The Managing Editor may self-appoint to either but not both of these positions.

Section G. Rules. The following rules shall apply at every Journal Meeting and shall not be modified or displaced by the additional rules set forth in Sections H and I.

Clause 1. Quorum. A quorum to conduct any business shall be a majority of the Full Membership. The presence of a quorum shall be presumed and the chair may be taken without establishing a quorum. It is in order to recognize a point of no quorum at any time after the chair has been taken, even if no question be pending for a vote, and the call, if recognized, shall be live.

Clause 2. Election of Speaker. The Editor-in-Chief alone shall be proposed for speaker before all others; if no one objects, the Clerk shall not put any question to the Full Membership and the Editor-in-Chief may take the chair. If there be an objection, then any other Member or Editor may be proposed and the Clerk shall put the question to the Full Membership, voting to be done by show of hands. Once elected the Speaker shall not be removable.

Clause 3. Arrangement of Business. The Speaker shall have full discretion to determine the arrangement of matters to be discussed and there shall be no debate over what will be taken up when, but only one subject matter shall be taken up at a time.

Clause 4. Order. Recognition shall be sought by silently standing or raising one hand, and the Speaker shall recognize a Member or Editor by calling his or her name. No questions shall put be to the right of a Member or Editor to the floor, nor any to challenge the Speaker's determination as to which hands were raised or which Members stood up first. The Speaker may in his or her discretion limit each Member or Editor to a single statement on the merits with respect to a particular subject-matter. The Speaker may participate in the debate from the chair, and need not proceed to the floor to speak on the merits.

Section H. Impeachment of Editors. Any Editor may be impeached by a two-thirds vote of the Full Membership sitting as a court in a Journal Meeting conducted according to the following rules (an "Impeachment Meeting").

Clause 1. Accusation. An Impeachment Meeting may be initiated as with any Journal Meeting under Section D of this Article: by the Editor-in-Chief; by two-thirds vote of the Board; or by a majority petition of the Full Membership. The Member(s) or Editor(s) seeking impeachment (the “Accuser”) must produce, to the Editor-in-Chief, the Board, or Full Membership, as the case may be, a statement (the “Accusation”) of one page or less setting forth with specificity the factual basis for the Accusation and explaining why the particular Editor (the “Accused”) ought to be impeached.

Clause 2. Notice. If an Impeachment Meeting be called, the Accusation required under Clause 1 of this Section shall be provided concurrently with the notice otherwise required under Section E of this Article, and these shall be given at least seventy-two hours before the date and time of the Impeachment Meeting, and also to the Faculty Advisor to the Journal as well as to the Full Membership. Actual notice must be given to the Accused. If the Accuser fails to give such actual notice, the Impeachment Meeting shall be declared cancelled and notice thereof promptly given, by the Editor-in-Chief, or if necessary the Managing Editor or other Board Member(s), and the Accuser shall be barred from initiating an Impeachment Meeting for the remainder of the relevant semester.

Clause 3. Resignation. The Accused shall have the right to resign instead of proceeding with the Impeachment Meeting, and such resignation shall neither constitute nor be construed as a plea of guilt. To exercise such right, the Accused shall submit a notice of resignation to the Editor-in-Chief, the Board, and to the Faculty Advisor to the Journal, at least twenty-four hours before the date and time of the Impeachment Meeting. Upon receiving such notice of resignation, the Editor-in-Chief, or if necessary the Managing Editor or other Board Member(s), shall promptly forward the notice of resignation to the Full Membership and declare the Impeachment Meeting cancelled. Failure by the Accused to give notice before the deadline shall constitute a complete and final forfeiture of the right to resign, with no exceptions whatsoever under any circumstances.

Clause 4. Answer; Pleas. Upon election of a speaker as provided for under Clause 2 of Section F of this Article the Speaker shall call the Accused to answer the Accusation on the merits orally for up to five minutes. No pleas of pardon, for mercy or the like shall be accepted, and the Accused may plead guilty only to the substance of the Accusation. Nor shall any defense grounded solely on form or technicality be allowed, with the exception of a failure by the Accuser to give actual notice as required under Clause 2 of this Section.

Clause 5. Witnesses. The Accuser and Accused shall have the right to call up to two live witnesses, for up to five minutes each, and no evidence shall be admitted but the oral testimony of such witnesses. The parties must designate witnesses at least 24 hours prior to their appearance at an Impeachment Meeting, to the Board. The Accused shall have the right to request that such testimony be given under oath or affirmation, but in the absence of such request no oaths or affirmations shall be required. The Accuser and the Accused shall submit to the Speaker up to five written questions for each witness, by whoever called. The mode of examination for all witnesses shall be an inquisition by the Speaker based on the written questions provided by the parties, and there shall not be allowed any direct or cross examination by the parties or any of the Full Membership besides the Speaker.

Clause 6. Conviction & Sentencing. After all testimony shall have been given, the Full Membership shall adjudicate the guilt of the Accused by secret ballot only, with no deliberations or debates in the meantime. Consideration shall be only of the testimony given, the contents of the Answer and the Accusation, and any relevant facts of which judicial notice might have been taken at common law. The ballots shall be written, and shall be collected and counted by the Clerk at least twice. The Clerk having determined the numbers for and against shall inform the

Speaker of whether the Full Membership have convicted, which the Speaker will announce the same to the Meeting. In all cases of conviction the sentence shall be removal from Editorship only, upon which the Editor shall become a Member as any other, subject to Termination of Membership as provided for by Section C of Article IV.

Clause 7. Failure to Appear. If the Accused fails to appear at the Meeting there shall be no impeachment by default, but the Meeting shall continue in the same manner as it would otherwise were the Accused present, except that no Answer shall be given and only the testimony of the Accuser's witnesses heard. The failure of the Accused to appear shall be considered, in addition to those matters set forth in Clause 6 of this Section, in determining whether to convict. The failure to appear shall have no effect on sentencing, which in all cases shall be pursuant to Clause 6 of this Section.

Section I. Election of Editors. The election of Editors at the Journal Meeting provided for in Section D of this Article (the "Election Meeting") shall be conducted according to the following rules.

Clause 1. Notice. Notice of the Election Meeting shall be given to the Full Membership at least two calendar weeks before the Election Meeting is to be held.

Clause 2. Declarations of Candidacy. Any Member eligible under Clause 1 of Section B of Article II who would be elected shall declare his or her candidacy by 3 calendar days prior to the scheduled date of the Election Meeting. Any Member may declare his or her candidacy for more than one Editorship. Once made, a declaration of candidacy may be withdrawn at any time prior to the Election Meeting.

The Board may in its discretion, upon notice given at least two calendar weeks before the Election Meeting, require that a declaration contain an affirmation by the declaring Member that he or she has consulted with the current Editor(s) corresponding to the Editorship for which the Member would declare his or her candidacy.

Clause 3. Election of Speaker. The rules for electing a speaker in an Election Meeting shall be those provided in Clause 2 of Section G of this Article, except that, if there be an objection to the Editor-in-Chief, then only those Members or Editors may be proposed who are ineligible for election under Clause 1 of Section B of Article II.

Clause 4. Arrangement. The elections shall be held by the Speaker as follows: (1) the Editor-in-Chief; (2) the Managing Editor; (3) the Executive Administrative Editor; (4) the Managing Notes Editor; (5) the two Administrative Editors; (6) the three Notes Editors; (7) the two Articles Editors; and (8) the Admissions Editor.

Clause 5. Candidate Statements; Questions from the Full Membership. Each Member having properly declared shall have an opportunity at the Election Meeting to present a short statement in support of his or her candidacy. After the statement is given, the Speaker may recognize questions from the Members and Editors present, but only as is otherwise provided for in Clause 4 of Section G of this Article. The Speaker retains a broad discretion to restrict, as he or she may deem necessary or appropriate under the circumstances, the content, form, or length of the statements and any questions put to the candidates, and, further, to limit the number of questions put to the candidates. The Board may upon seasonable notice promulgate additional reasonable rules of order with respect to such statements and questions.

Clause 6. Debate. After such statements and questions, if any, shall have concluded, the Speaker shall open the floor to debate by the Full Membership on the matter of which candidate or candidates ought to be elected. The candidates may not be present during the debate. The Speaker

retains a broad discretion to restrict, as he or she may deem necessary or appropriate under the circumstances, the content, form, or length of the debate, and, further, to require all of the candidates to leave the Election Meeting, but only before, and not during, the debate. The Board may upon reasonable notice promulgate additional reasonable rules of order with respect to such debate.

Clause 7. Voting. After such debate is closed, voting shall be conducted, by secret ballot only, the votes to be collected and counted by the Clerk, with the assistance, if necessary, of the Secretary. Voting may be done by hand or electronically, but in either case shall be conducted under the supervision of the Clerk. The Board may, upon reasonable notice, take measures to establish in advance a reasonable system for collecting and counting the votes.

Clause 8. One Vote Per Editor. Each Member or Editor shall have one vote per Editor to be elected, so that, for Editorships for which two or three Editors are to be elected, each Member or Editor shall have either two or three votes, respectively, with each vote in such cases to be used for a different candidate.

Clause 9. Mode. The candidates shall be elected who have received the highest number or numbers of votes, even if the highest number of votes received be not a majority as that term is defined in these By-Laws. Run-off elections shall be held, but only if: (a) no candidate or candidates shall have received a majority of the votes, and there be a tie for the highest, second-highest or third-highest number of votes between or among candidates; or (b) a candidate or candidates shall have received a majority, but there be a tie for the second- or third-highest number of votes between or among other candidates. Run-off elections shall be held only between or among those candidates who have tied. If there is a tie during a run-off, both candidates may be called on for further questioning by the membership, following the conclusion of which another vote shall be taken to determine the victor. Should there still be a tie, a vote will be taken by the sitting Board with the Editor-in-Chief reserving their vote until all other members of the Board have voted. If and only if the Editor-in-Chief's vote would create a tie, the Editor-in-Chief's vote is given the weight of two, non-severable votes to ensure there will not be a tie.

ARTICLE VI. NON-DISCRIMINATION POLICY

The Journal shall not discriminate on the basis of race, ethnicity, age, sex, gender, sexual orientation, physical or mental disability, mental disorder, religion, or political affiliation.

ARTICLE VII. AMENDMENTS

Members may propose an amendment to these By-Laws by submitting in writing a proposal of amendment to the Editor-in-Chief. Editors may propose an amendment to these By-Laws by submitting in writing a proposal to the Editor-in-Chief or, in the case of Editors who are Board Members, by proposing the amendment orally during a Board Meeting.

Upon submission of the proposed amendment, the Editor-in-Chief shall convene a Journal Meeting to pass on the proposal, and shall give at least forty-eight hours' notice to the Full Membership of both the text of the proposal and the time, date and location of the Meeting. Adoption of proposed amendments to these By-Laws shall be by a two-thirds vote of the Full Membership.

DEFINITIONS

(1) **“Member”** means second-year members, third-year members, and associate editors.

(2) **“Editor”** means elected and appointed editors.

- (3) **“Board Member”** means any Editor sitting on the Board.
- (4) **“Membership”** means the status of affiliation with The Journal of Members and Editors regardless of title or position.
- (5) **“Full Membership”** means all the Members and Editors affiliated with The Journal.
- (6) **“Note”** means student notes.
- (7) **“Majority”** means a whole number greater than but not equal to the quotient of the number of persons present at any meeting or proceeding divided by two. If the total number of persons present be not evenly divisible by two, **“Majority”** means a whole number greater than or equal to the whole number that is greater by less than one than the quotient of the number of persons present divided by two.
- (8) **“Two-Thirds”** means a whole number greater than or equal to the quotient of the number of persons present at any meeting or proceeding divided by one-and-one-half. If the total number of persons present is not evenly divisible by one-and-one-half, **“Two-Thirds”** means a whole number greater than or equal to the whole number that is greater by less than one than the quotient of the number of persons present at any meeting or proceeding divided by one-and-one-half.

HOW TO READ THESE BY-LAWS

- (1) **Liberal Construction.** In cases of ambiguity or other such difficulty, these By-Laws shall be construed liberally, and not upon mere technicalities of language or grammar, but with an eye to the general aims and purposes of the By-Laws as a whole, having always due consideration in the first instance for the interests of The Journal generally.
- (2) **Board Resolutions & Rules.** Any formal resolutions or rules, promulgated or issued by the Board, which purport to interpret, construe or apply a provision or provisions of these By-Laws, shall be considered authoritative as to all Members, except in cases of repeal, amendment or the like, by the Board or the Full Membership in a Journal Meeting.

PRECEDENCE

- (1) Upon the date of effectiveness, these By-laws shall take precedence over and replace all preceding Journal By-laws.

DATE OF EFFECTIVENESS

- (1) **2015-2016 By Default.** Unless otherwise elected, as specified below, following ratification these by-laws shall take effect once the term of the 2014-2015 concludes, that is, the end of Commencement Weekend 2015.
- (2) **Spring 2015 By Election.** Upon ratification, the 2014-2015 membership may elect, by a 2/3 vote of the membership at a Journal Meeting (under Article V), to set an effectiveness date prior to Commencement Weekend 2015.

Ratified by the membership on February 18, 1992.

Amended by the membership 1995, 1996, 1997, 1999, 2003, Feb. 20, 2006, Feb. 23, 2009, Feb. 14, 2011, Feb. 23, 2015, Feb. 15, 2016, Feb. 12, 2018, June 11, 2021, Summer 2022, February 2, 2023.

