



Request for Interpretation: ASUW By-Laws, Article 5, Section 5.05, Subsection 1A, Clauses f and h

Chief Justice Sanders delivered the Majority Opinion of the Judicial Council on February 17th, 2020, in which Associate Justices Bellamy, Cloud, Gruntmeir, and Jackson joined.

Question

On February 5th, 2020, the Judicial Council received a request from the ASUW Chief of Legislative Affairs to interpret ASUW By-Laws, Article 5, Section 5.05, Subsection 1A, Clauses f and h. Clause f reads: “All political advertisements, campaign materials, and promotional materials, including, but not limited to, banners, posters, and Branding Iron ads, must include a disclaimer identifying the sponsor. The disclaimer must state either ‘paid for by’ or ‘sponsored by.’ Materials not bearing this statement, including materials ordered by candidates prior to the Candidate Orientation, may be prohibited and subject to removal at the discretion of the Elections Commissioner.” Clause h reads: “The use of the ASUW logo on campaign materials is prohibited.” The ASUW Chief of Legislative Affairs posed the following questions:

1. If ASUW pays all candidates an equal amount to be used only for promotional advertising materials, must the candidate put the disclaimer “paid for by ASUW” directly on those materials?
2. If that is allowable, is clause h, mentioned above, null and void or would the words ASUW be enough to constitute that clause being violated?

Interpretation and Recommendation

In this interpretation, the Judicial Council relied on both the plain language and the intent of the clauses. In clause f, the Council determined that the intent of the phrases “paid for by” and “sponsored by” is not to indicate endorsement, but only to indicate that the candidate received monetary funds to purchase campaign materials. Additionally, the Council found that the intent of clause h is to prohibit the use of the ASUW logo on campaign materials because this would indicate that ASUW endorses the candidate. These determinations were used to answer the questions posed by the ASUW Chief of Legislative Affairs.

The Council decided that a candidate must put the disclaimer “paid for by ASUW” directly on campaign materials if they receive money from the ASUW Elections Committee. The Council reached this conclusion because ASUW would be providing monetary funds to purchase campaign materials in the same way any other sponsor would. This sponsorship would still not indicate endorsement. As such, this disclaimer would not be in violation of clause h. Additionally, the term “ASUW” is not equivalent to the ASUW logo.

ASUW Judicial Council
020 Wyoming Union
307-766-5204
asuwc@uwyo.edu



Nicole D. Sanders- Chief Justice

During this interpretation, the Council found that the plain language of clause f does not accurately reflect the intent described above. As such, the Council recommends that the ASUW By-Laws be amended to reflect said intent. The Council suggests this can be done by only using the phrase “funded by” in place of “paid for by” and “sponsored by,” and by having the mandated disclaimer indicate a more specific source of funding. For example, instead of “funded by ASUW,” the disclaimer could be “funded by the ASUW Elections Committee.” These recommendations do not need to be followed, and the decision the Council reached on this interpretation is not dependent on these recommendations being followed.