

University of Wisconsin-Green Bay

In the Student Court of the Student Government Association

WRIT OF CERTIORARI

NOW COMES PETITIONER *Andrei M. Varney*, who requests that this Honorable Court hold a hearing on the claims listed below and grant relief as appropriate. This complaint and petition does allege the following facts:

1. That Petitioner(s) are members of Student Government Association, or are Registered Student Organizations at the University of Wisconsin-Green Bay, with full rights to file petitions before the Student Court, pursuant to Article 3, § 1 (4).
2. That the Respondents are as follow(s): *Ricky Staley, President: Student Government Association, University of Wisconsin- Green Bay*. The Student Court has jurisdiction over the Respondents.
3. That this complaint and petition presents a case and controversy under the Constitution, by-laws or any other policies of Student Government Association in that:
 - a. This is a general complaint arising under the Constitution or by-law of the SGA
4. That the following facts give rise to this complaint and petition:
 - A) On or about September 2, 2008 through December 8, 2008, Mr. Varney was employed by the University of Wisconsin-Green Bay's Student Government Association (SGA) to perform the tasks of Student Senate Executive Assistant.
 - B) Nick Cibula, Speaker of the Student Senate, hired Mr. Varney on or about September 2, 2008.
 - C) On December 8, 2008, Ricky Staley, President of SGA terminated Mr. Varney's employment as Student Senate Executive Assistant.
 - D) The following day, Speaker Cibula e-mailed Mr. Varney stating that his termination was effective immediately. At that time, Speaker Cibula was under the impression that President Staley had the authority to terminate Mr. Varney's employment.
 - E) The Bylaws of the University of Wisconsin-Green Bay Student Senate clearly state under **Article VI** that the Speaker, "*Shall be responsible for the hiring and supervision of the Student Senate Executive Assistant.*"
 - F) Although neither the SGA Constitution nor **Article VI** of the Student Senate Bylaws identifies who is afforded the responsibility to terminate the Student Senate Executive Assistant, the language provided in Article VI of the Student Senate Bylaws may be reasonably interpreted to include the term "termination," given the Speaker shall be responsible for the supervision of the Student Senate Executive Assistant.
 - G) This Honorable Court has recognized the importance of separation of powers within student governance. *See SGA Executive v. SUFAC* (2008); *SGA Executive v. SGA Senate* (2007). Mr. Varney's termination by President Staley is a violation of separation of powers.

- H) Article 2, Section 1 (8) of the SGA Constitution, does not provide the SGA President the authority to terminate the Student Senate Executive Assistant.
- I) The SGA President is merely an ex-officio member of the Student Senate. Therefore, the SGA President plays an advisory role in the Student Senate, without voting rights.
- J) Mr. Varney's believes that President Staley sought to terminate his employment primarily due to his *Letter to the Editor*, entitled "SGA Officials Need to Fulfill Duties," published in the Fourth Estate on November 20, 2008.
- K) Federal courts have long recognized that student media outlets at public universities, and the student journalists who produce and compose those outlets, are entitled to strong First Amendment protection. Furthermore, when a public university establishes a student media outlet and requires no initial restrictions on content, it may not censor, retaliate, or otherwise chill the speech of the student journalists who produce it, on the basis of content or viewpoints expressed through that outlet. This is fully consistent with, and, indeed substantially follows from, decisions of the Supreme Court of the United States and federal appellate courts. *See Peck*, 426 F.3d at 626; *Hotel Emples. & Rest. Emples. Union, Local 100 v. City of N.Y. Dep't of Parks & Rec.*, 311 F.3d 534, 545 (2d Cir. 2002); *see also Good News Club v. Milford Cent. Sch.*, 533 U.S. 98, 106-07, 121 S. Ct. 2093, 150 L. Ed. 2d 151 (2001); *Rosenberger*, 515 U.S. at 829.
- L) President Staley retaliated against Mr. Varney for submitting and publishing "SGA Officials Need to Fulfill Duties" in the Fourth Estate by terminating his employment.
- M) President Staley arbitrarily terminated Mr. Varney for personal reasons, outside the scope of professional duties.
- N) Mr. Varney asserts that his termination by President Staley is in violation of **Article VI** of Student Bylaws. In addition, Mr. Varney asserts that the SGA Constitution does not provide President Staley the authority to terminate the Student Senate Executive Assistant. Furthermore, Mr. Varney asserts that President Staley terminated his employment arbitrarily.
- O) For these reasons, Mr. Varney requests this Honorable Court grant certiorari.

WHEREFORE, Petitioner does ask that this Honorable Court GRANT RELIEF to wit:

1. Hold a hearing on the merits of this Writ of Certiorari and grant judgment on all counts to:
 - A) *That the petitioner, Andrei M. Varney, has standing to petition for review and relief under "Bylaws: the University of Wisconsin-Green Bay Student Senate Article VI: Officers of the Student Senate. And such, a student who is terminated from employment in the Student Senate is permitted to seek petition and relief to this Honorable Court as a former employee of the Student Government Association Student Senate.*
 - B) *That the Speaker of the Student Senate is responsible for the employment, termination, and supervision of the Executive Assistant of the Student Senate under Article VI.*
 - C) *Provide recommendations for the Respondent (if the Respondent has sole authority to terminate employment of the Student Government Associations Executive Assistant). Provide recommendations to ensure arbitrary termination of employment(s) is not a viable reason for termination of employment(s).*
 - D) *Grant such further Orders and/or Recommendations as the Court deems necessary and appropriate.*

Submitted to the Student Court of the University of Wisconsin-Green Bay on behalf of *Andrei M. Varney*,
the Fourth of February, Two Thousand and Nine.

In submitting this Writ, I, the undersigned, attest that statements contained herein are complete and true statements. I recognize that any errors, inconsistencies, or falsehoods may have a potentially negative impact of this case, including, but not limited to dismissal. I have read and understand the Student Court Rules of Procedure. I authorize the Student Court to use the below information to contact me.

Ryan Franklin Mach (Representing the Petitioner)
Andrei Mihai Varney /s/

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