ASUCI JUDICIAL BOARD

"All Judicial authority of ASUCI shall be vested in the Judicial Board. The Judicial Board's authority shall extend to all judicial cases arising under the [ASUCI] Constitution; the various by-laws of ASUCI; all official actions of the Executive Officers, Legislative Council Members, and ASUCI Commissioners; and any matters delegated to the Judicial Board by the Legislative Council"

Ruling on *Klauschie v. The Green Initiative Fund (TGIF)*

Justice Chopra delivers the majority decision of the ASUCI Judicial Board, in which Chair, Siddiqui, Vice-Chair Nguyen and Justices Bastos, Hernandez and Hosseini joined. Let it be understood that the following decision is final.

In the case of *Klauschie v. The Green Initiative Fund*[1] petitioner Kamrin Klauschie (Klauschie) has requested the ASUCI Judicial Board (the Board) to resolve her dispute with The Green Initiative Fund (TGIF) over $1,464 granted to Klauschie's organization TEDxUCIrvine[2]. Klauschie applied for TGIF funding for her event and met with TGIF on February 9th, 2012. After this meeting, plaintiff discovered that TED did not allow co-branding which was one of the requirements for TGIF approval of the project. TGIF approved funding on February 15th and Nithin Jilla signed the contract in plaintiff's name on March 17th. The event proceeded as planned. On March 7th, 2012, plaintiff had a follow up meeting with TGIF at which she was informed that TGIF would be withdrawing funding because the TGIF logo did not appear on any marketing materials from the event. Klauschie brings the following TGIF Bylaw violations by TGIF: Article IV Allocation of Funds, Section 9, Article IV Allocation of Funds, Section 12, and Article VI Project Accountability, Section 3. The respondents also brought up the issue of whether or not ASUCI Judicial Board had jurisdiction over TGIF because the money that TGIF disburses is from the Student Fee Advisory Council (SFAC).

Issue of ASUCI Judicial Board Control over TGIF

This ruling will serve as precedent for cases regarding organizations created through compulsory based fees by student government referendums.

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[1] TGIF is a student led fee referendum designed to empower undergraduate students with the financial resources to fund projects regarding the 3 main aspects of sustainability: Economy, Ethics [and] Environment. Funded by a $3.50 per quarter student fee beginning in Fall 2009, The Green Initiative Fund is a grant-making fund for sustainability projects on UC Irvine's campus. About $120,000 per academic year is available for grants for any undergraduate students, organizations, or collaborative between organizations/departments are eligible to submit project proposals. The principle goal of the Green Initiative Fund is to provide funding for projects, which produces an outcome, that campus more sustainable by reducing the University's impact on the environment. (http://www.asuci.uci.edu/tgif)

[2] TEDxUCIRVINE is a local extension of the nationally renowned TED conference regarding "ideas worth spreading". TEDxUCIRVINE was held at UCI for the first time this year on March 3, 2012 and was chaired by Karmin Klauschie (plaintiff), Jose Luis Ramos and Nithin Jilla.

It is the Boards finding, that both the Regents, and the President, of the University of California (UC) in conjunction with, the Chancellor of the University of California, Irvine (UCI), have granted the sole authority to the Associated Students to establish, increase, or renew compulsory campus-based student fees (student fees, herein) following a referendum in which students vote in favor of said student fees (UC82.00). After thorough investigation into the 2009 student fee referenda, and both the UC and UCI policies, the Board has come to a clear understanding that TGIF exists solely as an entity of the Associated Students, University of California (ASUCI). To this regard, The Regents Policy 3101.B protects the allocation of student fees and all expenditures from such fees to be under the direct control of the University of California students. The Office of the Chancellor is charged with maintaining that both student's recommendations and financial accountability are upheld. The Student Fee Advisory Committee (SFAC) recognized by the system wide Council of Student Fees (CSF) is responsible for both of these functions. Yet it is the sole discretion of ASUCI to verify that all internal departments operate within the confines of the Constitution, Bylaws, Code of Ethics, and overarching UC and UCI policies. While SFAC is created to oversee disbursements of student fees in an appropriate manner, let it be resolved that any complaints regarding purported infringements of the governing documents by organizations created through student fees fall under the scrutiny of the Board.

Furthermore, the argument by TGIF that the organization is only housed under ASUCI is completely false. TGIF's bylaws strictly rely on ASUCI for appointment of commissioner and staff. To this effect TGIF is also bound to submit quarterly reports and report on the financial standing to ASUCI. Failure to do so may result in an injunction by the Board of the transfer of funds to TGIF for disbursement.[3]

Violation 1: Article IV Allocation of Funds, Section 9, *"TGIF funds shall not be used or reallocated for purposes other than those described in this document."*

Judicial Board has examined this violation and found no evidence of misconduct because TEDxUCIrvine's use of TGIF money is not in dispute because they had already been approved for funding by TGIF. The Defendant's concurred by stating in their testimony that "[TEDxUCIrvine] was one of the most sustainable events we have ever seen".

Violation 2: Article IV Section 12, *"The Grant Making Committee and Grant Manager may not spend more than a total of $5,000 from the TGIF for: office use including office supplies, and marketing and promotional materials. All materials previously mention may not, cumulatively, exceed $5,000.00."*

Judicial Board has examined this violation and found no evidence of misconduct because the amount of money granted to TEDxUCIrvine was $1,464.

Violation 3: Article VI Section 3, *"If a project fails to meet any deadlines or goals set by the Committee, the Committee can review the project and vote on whether to do one of the following:1. Pull all remaining funding to be reallocated to other projects 2. Extend deadline(s) for the project under review 3. Require that all money not yet used be paid back by a certain date.*

[3] Written by Chief Justice Siddiqui.

In this case, the Board weighed the different aspects of this violation in regards to contract law. The Board finds that the Bylaws do not grant TGIF the power to remove funding at *any* point therefore TGIF does not have the power to draft a contract that violates its own bylaws. The contract states that TGIF can remove funding at any time, which goes against the Bylaws as stated above. This creates a situation where there is no mechanism for TGIF to enforce compliance with a contract that was created with a clause that is outside the scope of their Bylaws.

Furthermore, the signing of the contract by Nithin Jilla rather than Klauschie herself as well as the absence of a signed contract at the Judicial Board hearing makes it difficult for the Judicial Board to enforce contract law that could have benefitted the defendants.

We uphold the plaintiff's argument that there is no violation of TGIF bylaws by TEDx because of the vague definition of "marketing materials" in the TGIF bylaws. The defendants first stated in their testimony that "marketing materials" were outlined in their bylaws but later contradicted this by stating that everything the plaintiff asked funding for was considered "marketing materials". Given these circumstances and TGIF's unanimous acknowledgment of the success of the event, [The Judicial Board] rules that TEDxUCI is owed monies even though TGIF agrees they were fully represented in the event except for placement of the logo on giveaway merchandise. Giveaway merchandise was never explicitly defined as marketing material and the Board feels TGIF was fully represented to the student body during the event.[4] Therefore, Judicial Board rules in favor of the plaintiffs for this violation.

However, we issue a stern recommendation to plaintiffs and TEDxUCIrvine to be more thorough in reading contracts in the future before they sign them because the signing of a contract that a party knows it is in violation of is a breach of contract. When the plaintiff discovered that TED prohibited co-branding, best practice would have been to come forward to TGIF and renegotiate the contract rather than enter into an agreement that would now be void. Additionally, if the contract is signed by anyone other than Klauschie whose name is on the contract then it should be invalid.

We also issue a stern recommendation to TGIF to examine its bylaws and make sure that the terms of any contracts drafted henceforth do not violate said Bylaws and to correct for vagueness in the definitions of "marketing materials" and "money spent". Additionally, the fact that a signed contract couldn't be produced acts against TGIF who would have otherwise had a stronger case.

Judicial board acknowledges the fact that both parties entered into the contract with the possible intention of violation. This reflects on the poor accountability and due diligence of both parties. When using student monies it is important to abide by strict guidelines and ensure that all possible problems have been prevented beforehand.[5]

Overall, the Judicial Board rules in favor of the plaintiffs because of the vague definition of when money is spent as well as finding little evidence to support a claim that TEDx violated the Bylaws when the contract itself was not within the bounds of the Bylaws. In terms of policy, both sides should have been more diligent in their own conduct to prevent miscommunications from

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[4] Written by Chief Justice Siddiqui.
[5] Written by Justice Hernandez.

occurring when almost $1500 of student money is on the line. TGIF owes the plaintiff (Klauschie) monies totaling $1,464 minus $120 already reimbursed for a total of **$1,344.**

The Judicial Board of the Associated Students of the University of California, Irvine, with a majority, on this day, May 13, 2012, has taken action on this issue.

It is so ordered.

Rahul Chopra Associate Justice of the Judicial Board	Abdullah Siddiqui Judicial Board Chair
Dat-Vinh Nguyen Vice Chair of the Judicial Board	Felipe Hernandez Associate Justice of the Judicial Board
Nicole Bastos Associate Justice of the Judicial Board	Kayvon Hosseini Associate Justice of the Judicial Board