

**2005-2006 ASUCSD COUNCIL
MEETING #6
Wednesday, September 28, 2005
Price Center, Ballroom A**

Minutes

I. CALL TO ORDER

Angela Fornero, Vice President Internal, calls ASUCSD Council Meeting #6 to order at 6:33p.m.

II. ROLL CALL

Present for the first roll call were:

Garo Bournoutian	Kevin Hsu	Kate Pillon
Angela Chen	Julia Joshel	Kelvin Rebollo
Soap Chum	Maurice Junious	Kyle Samia
Rachel Corell	Harry Khanna	Rahul Sharma
Matt Corrales	Katryna Martens	Neil Spears
Katie Drago	Josh Martino	Benjamin Sumner
Chaddy Elhawary	Eric Morris	Christopher Sweeten
Gina Depper	Marco Murillo	Christine Vuong
Dan Florek	Greg Murphy	Steven Williams
Angela Fornero	Bryce Murray	
Adam Grant	Conrad Ohashi	
Jason Hoskins	Daniel Palay	

Absent: Tyler Carle, Jared Feldman, Aria Jafari, Erica Malouf, Kevin Mann, Jerry McBrearty, Nikta Namdaran, John Perry, Denis Shmidt, Chris Sholley, Travis Silva, and Christine Yamazaki
Excused: Ashton Iranfar and John Polkinghorne

Committee Unexcused Absences:

Senate: Tyler Carle, Jason Hoskins, Aria Jafari, Ashton Iranfar, Bryce Murray, John Perry, and Kelvin Rebollo
Finance: Aria Jafari, Amber Ju, and Kelvin Rebollo
Internal: Ashton Iranfar, John Perry, and Neil Spears

III. APPROVAL OF MINUTES

Chris Sweeten moves to approve ASUCSD Council Meeting #5 Minutes, Daniel Palay seconds, and Neil Spears objects. Neil Spears moves to amend, Harry Khanna seconds, and motion passes by consensus. Neil Spears withdraws objection and motion to approve ASUCSD Council Meeting #5 Minutes passes by consensus.

IV. MOMENT OF SILENCE

V. PUBLIC INPUT

Andrea, UCSD Student foundation

Our goal is to enhance the quality of student life and help make education available to everyone. This year we want to increase awareness of the Senior Gift and hope the A.S will be open for a partnership to accomplish that goal.

Tanya, Senior Class Gift Chair

A.S. used to handle the Senior Class Gift. Now we manage it and are using the money to provide scholarships to both a transferring student and a continuing student in the amount of \$2005 each, the same as the year of the graduating class. We need your help to raise \$50,000. We need senior senators to help by

sitting on the committee and by publicizing the Senior Class Gift. This is an opportunity to impact the community and the lives of future students. UCSD offers 929 scholarships for 20,000 students, which is 1/4 of UCLA and 1/8 of Berkeley. First meeting is October 19th. I will email all seniors with time. Either at Porter's Pub or round table. This is really an opportunity to show community that we are doing something. Quality of education. Hope to see you at our meeting.

Lauren Weiner, A.S. Advisor / Adam Lustig, A.S. Webmaster

I would like to introduce Adam Lustig, he is your new A.S. Webmaster. Adam describes how to set up web pages. Hand guide with instructions is passed around. In the future we hope to add a voting record. Email me for questions at alustig@ucsd.edu

Kirsten, CALPIRG Representative

CALPIRG is a statewide public interest group. We now have chapters at eight of the UC campuses. We are working for student's interest. We raised over \$90,000 for tsunami relief and the hungry and homeless last spring. In the past couple years we won our major campaign to help California get %20 of its energy from clean renewable sources by 2017. We have accomplished getting a major text book company to reduce the cost of textbooks by 20%. This was a major project at UCLA and hopefully we can get that to happen at UCSD as well. There are over 30,000 students in the UC system that have helped by pledging to CALPIRG. Thank you for your support. The main campaigns we are running this Fall is our Clean Energy Future Campaign to get 100% clean energy in our lifetimes, also increasing recycling at UCSD, and the huge campus response to the Gulf Region disasters. We want to continuing to get text book prices dropped. U.S. congress released a study that revealed what we already knew to be true, that prices are sky rocketing due to publishers. We are excited to be teaming up with A.S. external office on voter registration and get out the vote for the November 8th election to make sure young people and students have a vote. If you want to get involved talk to Sam Peterson in external.

Ivan Dominguez and Andy Tess

Thanks to everyone in internal meeting. We saw the media charter; we were concerned about the definition. We were glad that in the internal meeting our concerns were addressed and that they came to a consensus in a timely manner.

Vlad Cogan, Guardian Managing Editor

This is our annual pilgrimage to A.S. to introduce our new staff. This quarter we will have a brand new book and improved website, as well as content from other U.C. campuses. One of our goals is to ask questions and we know that this council recognizes the importance of vigorous public discussion and the role we serve. I would like to introduce Charles Nguyen, our new news editor.

Charles Nguyen, Guardian News Editor

Communication is so important for us. We love to hear input from you: good or bad. You have my e-mail and can contact me anytime. This is Matt Nuroe, the new A.S. writer.

Matt L'heureux, A.S. Writer

Nice to meet all of you and I look forward to getting to know you.

Comment by Chris Sweeten, A.S. President:

Thank you. A lot of grad students would like to know if the Guardian intends to expand and cover their issues as well.

Response by Vlad Cogan, Guardian Managing Editor

Graduate students are welcome to work with the Guardian.

Response by Charles Nguyen, Guardian News Editor:

We cover graduate level issues, as long as it relates somehow to graduate or undergraduate students on the state or federal level.

Comment by Chris Sweeten, A.S. President:

If you could, please contact Laura Quinn, the president of the GSA, she is really looking forward to talking with you.

Pat Allen, former A.S. Writer

I am the Vice President of a brand new organization that has only existed for less than a quarter: Students Raising Aids Awareness. A.S. and the Vice Chancellors' Principles of Community Fund and every College Council have been gracious enough to help me and my President Neil Spears in our quest to fund Aids Walk San Diego 2005, which is this Sunday at 8am in Balboa Park. It is a 5k walk or you can register for the 10k run. Meet us at Balboa Park at 8am or you can meet at 7am on sun god lawn. Breakfast will be served. You will be returned by 11am with one hour to make it to the Challenge Course...so no excuses. You can help at www.aidswalksd.org, please join UCSD team. My e-mail is J7allen@ucsd.edu. Rachel, Kevin Mann, and Chancellor Fox will be participating. T-shirt will be handed out on first come, first serve basis.

Chris Sweeten moves to extend by 10 min, Dan Palay seconds, and motion passes by consensus.

Daniel Watts, student

Congrats on the job that your all done. Thank you. You are facing a \$100,000 surplus and maybe more due to enrollment. This money should go to a second or third and fourth Sungod. But you won't do that, and it is ridiculous to ask. So I ask that you implement instant run-off voting that was researched by the task force in the past. I think we can do better and so did A.S. in the past, as well as many student organizations. The most it would cost is about \$15,000. Have a good year.

Allen, first year at 6th College

I happen to be the first person elected with rank-choice voting by the people of San Francisco to the Public School Board. It is important that everybody that is elected gets a majority. I hope that this body implements this voting style and makes sure that majority rules.

VI. SPECIAL PRESENTATIONS

Jason Hoskins moves to make Items A – G IOIC, Daniel Palay seconds, and Neil Spears objects. Neil Spears withdraws his objection and Adam Grant objects. Adam Grant withdraws his objection and the motion passes by consensus.

VII. ITEMS OF IMMEDIATE CONSIDERATION

A. Amendment to the ASUCSD Media Charter to read as follows:

ASUCSD Media Charter
Amended September 24, 2004 Effective _____, 2005
(Supersedes ASUCSD Media Charter Dated _____)

I. Purpose of Student Media

The purpose of ASUCSD (AS) funded media is to serve as an informational resource for the UCSD community and to serve as an educational resource for those students wishing to gain media experience as members or participants of in one or more UCSD Registered Student Media Organizations organizations in the media category.

II. Definitions

A. **Student Print Media:** As used in the AS Media Charter the term "Student Print Media" is any publication produced and distributed by UCSD students in printed form and includes but is not limited to newspaper, journals, magazines, and other types of periodicals regardless of their frequency of publication. To qualify as Student Print Media, at least 70% of the content of the publication must come from registered UCSD students.

B. **Student Media:** As used in the AS Media Charter the term "Student Media" means any or all a registered student organizations at UCSD listed in the media category that is a Media Organization.

~~C. **Student Input:** written matter that strictly pertains to the publication produced by the particular student media. This is content from current UCSD students of which at least 70% of the publications must consist. Anything less is subject to decreased, elimination, or ineligibility of funding for the following quarter, to be determined at the discretion of the Commissioner of Communications.~~

~~D. **Advertisements aka "ads":** section (s) in a publication or text of a specific ad which produces revenue or other benefit for the Media Organization.~~

- D. **Media Organization:** The term "Media Organization" means any group or entity that disseminates information to the general public whether in print, radio, internet or television.
- E. **A.S. Media Review Board:** The Review Board shall consist of the AS Commissioner of Communications, the AS Advisor, and the AS VP Finance. The Review Board shall determine whether there is clear and convincing evidence to conclude that the Student Media committed the alleged violation.

III. **Student Media Responsibilities**

A. Recognition:

1. All Student Media that want to obtain UCSD registered student organizations status and want to receive AS funding must register with the Student Organizations and Leadership Opportunities Office (SOLO).
2. The principal members of each Student Media are individually and jointly responsible for the content of the publications of their Student Media. **UCSD is not responsible for the contents of the publications of Student Media.**
3. Student Media are required to include the following disclaimer in every one of their publications, regardless of funding source(s) for the publications. The disclaimer must be published in the same size font used for the text content of the publication and must be located on the title page of the publication or on the reverse side of the title page and be separate from any other content in the publication. If the publication has no printed text the disclaimer must be printed in at least 12 point font size. The disclaimer must state as follows:

"The publication may have been funded in part or in whole by funds allocated by the ASUCSD. However, the views expressed in this publication are solely those of <publication's name here>, its principal members and the authors of the content of this publication. While the publisher of this publication is a registered student organization at UC San Diego, the content, opinions, statements and views expressed in this or any other publication published and/or distributed by <publication's name here> are not endorsed by and do not represent the views, opinions, policies, or positions of the ASUCSD, GSAUCSD, UC San Diego, the University of California and the Regents or their officers, employees, or agents. **The principal members of each Student Media publisher of this publication bears and assumes the full responsibility and liability for the content of their this publication.**"

4. If a Student Media publication fails to publish the disclaimer provided in Section A.3 of this Charter, the Student Media may be disciplined In addition to any consequences as determined by the AS Media Review Board, the failure to publish the disclaimer described in item #3, above, In addition to any consequences imposed by the AS Media Review Board, the Student Media publication shall result in a mandatory publication of be required to publish the following corrected disclaimer in the next issue of that Student Media. The corrected disclaimer will read as follows:

"In the <insert date and issue number of the publication in question> of the <insert the publication name> incorrectly omitted the following disclaimer <insert text of the disclaimer as described in item #3, above>. This disclaimer also applies to this publication."

B. Funding

1. Each academic quarter the AS Commissioner of Communications shall prepare and submit recommendations for student media funding allocations to the AS Finance Committee for **their its** review. The funding recommendations shall be submitted to the AS Council for final approval upon completion of the Finance Committee's review. Upon completion of ~~the Finance Committee's~~ **its** review, **the Finance Committee shall submit its** funding recommendations ~~shall be submitted~~ to the AS Council for final approval.
2. The AS annual media budget shall reflect both the individual budget allocations of currently funded Student Media and anticipated allocations to newly funded Student Media.
3. Any Student Media may appeal the Finance Committee's funding recommendations funding to the AS Council. **[The AS Council decision on funding will be final]**
4. AS funded Student Media are required to adhere to ~~thise AS Media~~ **the AS Media** Charter, **the** AS Constitution and By-laws, and all UCSD policies and regulations, including but not limited to PPM 510-1 Section XII: "The Distribution, Posting and Exhibition of Non-Commercial Literature on University Property."
5. Funding from the AS media budget is contingent upon signing of the quarterly Media Production Contract by all of the principal members of the Student Media receiving the AS funds.

IV. New Funding Allocations for Student Media Organizations

- A. Each new Student Media that receives funding from the AS will receive a temporary funding allocation to be determined by the AS Commissioner of Communications based on the quarterly AS media budget.
- B. Upon the completion of the first publication by the newly funded Student Media, the AS Commissioner of Communications shall review all aspects of the new Student Media and forward recommendations regarding funding for the next academic quarter to the Finance Committee for their review and thereafter to the AS Council for final approval.

V. Financial Restrictions

A. ~~Student Media may receive funding in accordance with the AS Media Charter for the tabloid, newsprint or literary journals that meet the AS journal publication standards approved by AS Commissioner of Communications based on the criteria listed in Article V.B.9. of the AS Media Charter. Student Media may receive funding based on the criteria listed in Article V.B.9. of this Charter and in accordance with the procedures in the AS Media Charter for tabloid, newsprint or literary journals that meet the AS journal publication standards approved by AS Commissioner of Communications. The decision of the AS Commissioner of Communication may be appealed to the AS Finance Committee for final disposition.~~

- 1. Publications wishing to publish in different formats, utilize color and/or upgrade to a higher quality paper must contribute at least 20% of the printing costs of such publication. ~~The decision of the AS Commissioner of Communications may be appealed to the AS Finance Committee for final disposition.~~
- 2. Exceptions to the AS journal publication standards may be made for yearly publications, at the discretion of the AS Commissioner of Communications, ~~and~~ contingent on the availability of funds.

B. Funding

- 1. Each quarter, by no later than Friday at noon of the fifth week, all Student Media ~~requesting funding shall submit their request~~ funding requests must be submitted to the AS Commissioner of Communications on a Media Organization Quarterly Funding Request form, ~~dated and~~ signed by a principal member of the Student Media and the SOLO Media Advisor.
- 2. Budget requests shall include a line item listing for expected expenditures such as but not limited to printing, graphics/copier services, mail services, telecommunications, photographic supplies, office supplies and related costs.
- 3. If a Student Media has previously requested funding, the current funding request form must include an itemized receipt from the printer of all publications published by that Student Media since the most recently approved request. If Student Media is printing for the first time, an itemized ~~quote estimate~~ from the printer shall be submitted with the request.
- 4. ~~Funding allocated to any Student Media may be revoked by the AS Finance Committee upon the recommendation of the AS Commissioner of Communications for any violation of the AS Media Charter, ASUCSD Constitution or By laws, or UCSD campus policies. All unspent funds forfeited by Student Media that violate the AS Media Charter, ASUCSD Constitution or By laws, or UCSD campus policies.~~
- 4. In the event that a Student Media is accused of violating ~~the~~ this AS Media Charter, AS rules, or University Policy written notice shall be provided to the principal members of the Student Media by delivery of the written notice via campus mail to the campus mail code address assigned to the Student Media and transmittal via email of such notice to the UCSD email address of ~~all~~ the principal members of such Student Media. The Accused Student Media shall be provided an opportunity ~~to present its case to a review board to be heard by the AS Media Review Board ("Review Board"). The Review Board shall consist consisting~~ of the AS Commissioner of Communications, the SOLO Media A.S. Advisor and the AS V.P. Finance (Review Board). The Review Board shall determine whether there is clear and convincing evidence to conclude that the Student Media committed the alleged violation.
- 5. ~~All funds not spent by a Student Media in accordance with the AS Financial Bylaws shall revert to the AS Media Unallocated account and may be reallocated to other Student Media in accordance with the AS Financial By laws.~~
- 5. AS funds may not be used to pay for more than 10% of press runs that are taken to an off campus vendor. Student Media that take more than 10% of that press run ~~to an~~ off campus will be financially responsible for any amount over 10%.
- 6. AS funded Student Media are ineligible to receive funding from the Annual Operating Funds.

7. When making quarterly funding allocations, the AS Commissioner of Communications shall use the following criteria:
 - a. Current budget
 - b. Publishing ~~consistency~~ consistency during ~~past years~~ ~~the previously funded years~~
 - c. Number and type of violations, if any, of applicable University policies, including the AS Media Charter or the AS Constitution of By-laws.
 - d. Number and type of defaults or breaches, if any, of the signed Production Contract.

C. Production Contracts

1. Each academic quarter, Student Media must sign a production contract in order to be eligible for funding.
2. Each production contract shall at minimum include:
 - a. The number of issues ~~the organization will print and distribute along with those deadlines to be printed and distributed by the Student Media along with the printing and distribution deadlines.~~
 - b. Procedures for filing ~~by the Student Media of~~ a purchase order request with the AS business office.
 - c. A written acknowledgement signed by all the principal members that they have read and will comply with the AS Financial Bylaws, AS Constitution and By-laws, and ~~all applicable~~ UCSD policies, including but not limited to the prohibition of using resources ~~or revenues~~ of a UCSD registered student organization for personal financial gain.
 3. Breach of the production contract and/or violation of the AS Media Charter, ASUCSD Constitution or By-laws, or applicable UCSD campus policies shall result in the revocation of the AS Media funding and immediate forfeiture of any un-~~encumbered~~ ~~spent~~ funds. All forfeited funds shall be ~~deposited in the reallocated to~~ Media Unallocated account and thereafter may be reallocated to other Student Media in accordance with the reallocation schedule specified in the AS Financial Bylaws.
 4. If a Student Media anticipates a breach of its Production Contract, it shall submit to the AS Commissioner of Communications a written request for relief from the revocation and forfeiture provision of Articles V.C.3., above, ~~give a written notification~~ at least ten (10) business days in advance of the breach. ~~to~~ The AS Commissioner of Communications ~~who~~ shall determine, based on, ~~if the reason(s) described in the request, whether or not to grant necessitate~~ a waiver of Article V.C.3 above.

D. Income

1. Any income generated ~~by the Student Media~~ through advertising or other means ~~by the Student Media~~ shall be used first to fund ~~that Student Media's~~ publication costs. ~~Student Media are responsible for keeping orderly books and records and accounting for the expenditure of all funds received.~~

E. Advertising

1. All Student Media are urged to obtain ~~extra~~ funding from sources other than the AS, such as but not limited to advertising, if they desire to expand the publication (ie. Such as by adding color, printing more copies, or printing more pages); ~~this can be done through advertising.~~
2. Student Media are encouraged to conduct solicitation of advertising directly to current and potential advertisers whether it be to an on or off campus company/organization.
3. If Student Media desires to go through a bulk advertising agency, such Student Media must comply with the following by the time of the quarterly Student Media hearing:
 - a. Obtain the Tax ID number of the business
 - b. Provide an itemized accounting on the AS Media Ad Report specifically detailing how much money was received from each ad including but not limited to, size, company contact name, title and phone number.
 - c. Provide receipts detailing printing costs.
4. If Student Media obtains ~~extra~~ funding through ~~other~~ sources other than advertising, such as but not limited to grants, donations, fundraising, or sponsorships such funding must be reported in the quarterly AS Media Ad Report. The funds acquired from these other sources must be used for printing costs and/or other line items ~~in that Student Media's funding request.~~
5. All ads must be reported in the AS Media Ad Report to be submitted ~~every each~~ quarter even if the ~~Student Media organizations~~ did not benefit financially from the ad (ie: if it was gratis). ~~Student Media is strongly encouraged to obtain ads to help defray costs of printing.~~

F. Production Deadlines

1. Student Media funded for one issue per academic quarter must distribute the publication by no later than 4:00 p.m. on the Friday of the eighth week the academic quarter.
2. Student Media funded for two issues per academic quarter must distribute their first issue by no later than 4:00 p.m. on the **Friday of the** fourth week and the second issue by no later than 4:00 p.m. on the Friday of ninth week academic quarter.
3. Student Media funded for three or more issues per academic quarter must distribute their first issue by no later than 4:00 p.m. on the Friday of the third week, their second issue by no later than 4:00 p.m. on the Friday of sixth week and their final issue by 4:00 p.m. on the Monday of tenth week of the academic quarter.

VI. Eligibility

- A. Student Media that do not wish to comply with the AS Media Charter will be ineligible for AS funding.

VII. Equipment

- A. All AS owned equipment used for the purpose of producing print media whether located in the Student Center or the Price Center **or any other location** shall be under the authority and control of the AS Council.
- B. Student Media may use AS equipment, only with the approval of the AS Council.
- C. Student Media are required to use the AS provided racks or; **with prior approval of the facility manager,** use boxes or other reasonable containers to hold their publications. Each Student Media is responsible for **monitoring** the removal of expired issues from the campus locations designated for the distribution of publications. ~~Such~~ Boxes or containers, **in lieu of AS provided racks** may be placed only at the same locations as the racks provided by the AS. **All Student Media must take reasonable steps to ensure that their publications do not result in litter.**

VIII. Amendments

The AS Media Charter may be amended by a two-thirds (2/3) vote of the AS Council. Any Article of the AS Media Charter may be suspended by a two-thirds (2/3) vote of the AS Council.

Submitted by Soap Chum. Internal informally recommends passing by consensus as amended. Matt Corrales moves to approve, Soap Chum seconds, and motion passes by consensus. **Bill # 71**

- B. Approval of Cloud 9 contract to read as follows:

**Service Agreement ("Agreement")
between
Associated Students, University of California, San Diego ("AS") and
Cloud 9 Shuttle Service ("Cloud 9")**

The Associated Students, University of California, San Diego (**ASUCSD**) desires to engage the services of Cloud 9 Shuttle Service ("Cloud 9") to provide access for UCSD students to shuttle services transportation through its AS Safe Ride program. Therefore, the AS and Cloud 9 hereby agree to the following terms of the Service Agreement ("Agreement"). The term of this Agreement is for the period starting September 2005 through June 2006. During the term of this Agreement the **ASUCSD** and Cloud 9 agree to the following provisions:

Cloud 9 Shuttle agrees to the following:

1. **Cloud 9** is San Diego's largest ground transportation company, servicing the city with over 100 7-passenger vans. Vans shall be operated by courteous, uniformed drivers who will provide reliable and personalized door to door service to students using the AS Safe Ride service as described in this Agreement. All vans shall be equipped with two-way radios for direct communication between all vehicles and our dispatch office.
2. **Cloud 9** has the ability to load and go, which eliminates passengers from sitting while waiting for a larger bus to fill. All **Cloud 9** vans are equipped with two way radios for direct communication between all vehicles and our dispatch office.

3. **Cloud 9** shall provide AS a special rate of \$60.00 one time charge plus \$9.00 per hour, minimum 1.5 hours for exclusive Friday and Saturday night ("night" as defined in Section 3 of this Agreement) charters between the below listed San Diego areas: (Response time: within 60 minutes) Each additional half hour will be charged at \$34.50 per half hour.

- A. La Jolla
- B. Mira Mesa
- C. Pacific Beach
- D. Del Mar
- E. Gaslamp Quarter - Downtown
- F. Clairemont
- G. University City
- H. Mission Bay
- I. Ocean Beach
- J. Hillcrest
- K. San Diego State

4. **Cloud 9** shall provide 24 hour dispatch for incoming calls requesting Friday & Saturday night transfers, and monitor that no more than 3 vans are dispatched per weekend night. It is further agreed that Cloud 9 will provide the use of up to a maximum of 3 vans at any one time and will respond to additional calls as soon as the number of vans in use for the transfer of UCSD students is below 3.

5. **Cloud 9** shall require drivers to list names of all UCSD students transferred under the terms of this Agreement and shall verify the individual requesting transportation by providing the driver with a valid UCSD Student Identification Card ("Valid ID") and an AS "Take the Safe Ride" card. Drivers shall initial the students AS Safe Ride "Take the Safe Ride" card for verification.

AS agrees to the following:

1. **ASUCSD** shall provide authorized students with the Cloud 9 Shuttle dispatch number to be used ONLY on Fridays & Saturdays between the hours of 11:00pm and 03:00am.
2. **ASUCSD** shall require authorized students requesting Transfer by Cloud 9 to identify themselves by showing the Cloud 9 driver their **Valid ID and AS Safe Ride "Take the Safe Ride" card**.
3. **ASUCSD** shall receive Cloud 9 Shuttle billing slips as provided by Cloud 9 and process them for monthly payment and delivery to Cloud 9.
4. Upon the acceptance of responsibility by an authorized student for damages caused to the interior of the Cloud 9 vehicle in connection with its use for the AS Safe Ride service or upon the finding of responsibility against the student pursuant to the UCSD Student Conduct Code, the AS shall reimburse Cloud 9 the amount of the deductible on its insurance policy for the damaged vehicle or \$200.00, whichever is the greater, for any damages to the interior of Cloud 9 vans caused by authorized students while being transported under the term of this agreement.
5. **ASUCSD** shall deny access to the AS Safe Ride Service to any authorized student who refuses to comply with the rules or requirements established for participants in the AS Safe Ride Service.
6. **ASUCSD** will provide a weekly updated list of authorized students to both Sue Henderson and Cloud 9 Shuttle dispatch.

Indemnification

ASUCSD shall defend, indemnify and hold Cloud 9 harmless from any third party claim, demand or damage paid to a third party, including court costs and reasonable attorney's fees, due to or arising out of **ASUCSD's** breach of its obligations under this Agreement, or its negligence or intentional acts or omissions. Cloud 9 shall

defend, indemnify and hold UCSD harmless from any third party claim, demand or damage paid to a third party, including court costs and reasonable attorney's fees, due to or arising out of Cloud 9's breach of its obligations under this Agreement, or its negligence or intentional acts or omissions.

In the event one Party (the "Indemnifying Party") is obligated to indemnify any other Party (the "Indemnified Party") under this agreement, the Indemnified Party will, as soon as is reasonably practicable, provide the Indemnifying Party with prompt written notice of any claim for which indemnification is required, tender the defense of any such claim to the Indemnifying Party, provide full cooperation for such defense at the Indemnifying Party's expense. The Indemnified Party may participate in any such defense or settlement with counsel of its own choosing at its expense.

Governing Law And Dispute Resolution

This Agreement shall be interpreted and governed in all respects according to the laws of the State of California and the Federal Family Rights and Privacy Act. And case, controversy, suit, action, or proceeding arising out of, in connection with, or related to this Agreement shall be brought in the Southern District of California, State of California, in the case of Federal Court of in the case of State Court such cases shall be brought in the County of San Diego, State of California. AS and Cloud 9 expressly submit to the jurisdiction and venue of any Federal Court in the Southern District of California or State Court located in the County of San Diego, State of California.

Insurance

Cloud 9 agrees to keep in full force and effect during the term of this Agreement, at the expense of Cloud 9:

Comprehensive or Commercial Form (minimum limits)

a.	Each occurrence	\$1,000,000
b.	Products/completed operations aggregate	\$1,000,000
c.	Personal and advertising injury	\$1,000,000
d.	General Aggregate*	\$2,000,000

(*Not applicable to comprehensive form)

If the above insurance policy is written on a claims-made form, it shall continue for three (3) years following the termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the execution date of this Agreement.

Definitions:

1. The term "Vans" shall mean the 7-passenger vehicle owned and operated by Cloud 9 Shuttle and used under the terms of this Agreement.
2. The term "Response time" means the time elapsed from the time Cloud 9 receives a call for transportation services from a UCSD student until the Cloud 9 driver with a Cloud 9 Shuttle 7 passenger van arrives at the location provided to Cloud 9 to pick up the student.
3. The term "Night" shall mean the hours between 11:00pm and 03:00am.
4. The term "Weekend Night" shall mean the hours Friday 11:00pm and Saturday 03:00am, and Saturday between 11:00pm and Sunday 03:00am.
5. The term "Transfer" or "Transfers" shall mean the transporting of UCSD students from the point of pick up to the final destination.
6. The term "authorized students" means a currently enrolled UCSD student as verified by a valid UCSD student identification card, Valid ID and an AS Safe Ride "Take the Safe Ride" card.

Executed on this _____ day of September 2005 in San Diego, California

Cloud 9, by:

Sue Henderson
Director of Sales

Associated Students, University of California, San Diego by:

Christopher Sweeten
AS President 2005-2006

Associated Students, University of California, San Diego by:

Maurice Junious
Commissioner, Student Services 2005-2006

The Regents of the University of California, by:

Principal Buyer
UCSD Purchasing

Submitted by Maurice Junious. Internal informally recommends passing as amended by a vote of 8-1-0. Ben Sumner moves to approve as amended, Daniel Palay seconds, Matt Corrales objects. Jason Hoskins calls to question, Neil Spears seconds and the item passes by a vote of 17-1-0. **Bill # 72**

C. Approval of Micro 101 contract to read as follows:

AGREEMENT

This Agreement ("Agreement") is made as of July 1, 2005 between The Regents of the University of California on behalf of ~~University of California, San Diego Associated Students ("A.S.")~~ **Associated Students of the University of California (ASUCSD)** and Micro 101 Solutions ("Contractor.").

Contractor and A.S. agree as follows:

1. Description of Program.

Contractor agrees to provide refrigerator/freezer/microwave oven units ("Units") for the residence halls of ~~A.S.~~ **ASUCSD** as follows:

- A. Contractor shall rent the Units to the students for the rental fee specified in the Rate Sheet, attached hereto as Appendix B and incorporated by reference herein.
- B. Contractor is responsible for all activities and expenses required to install the units in the residence hall rooms, including freight, handling, and installation, and removal and disposal of all packaging materials.
- C. Contractor will provide, at no additional cost, marketing materials to support the

ASUCSD promotion of the program to its students.

- D. A .S. agrees to allow Contractor to install the units at the locations designated in paragraph 2.
- E. Contractor shall service and maintain the Units in good working condition, reasonable wear and tear excepted. Contractor shall provide service and parts to repair any defect in material or workmanship at its own expense and at no additional charge to ASUCSD. Contractor shall use reasonable efforts to service and/or repair non-operating Units within 24 hours of receiving a request from a student and/or the ASUCSD. In the event that Contractor cannot restore the Unit to good operating condition within 48 hours of receiving a request from a student and/or the ASUCSD, Contractor shall replace the non-operating Unit.
- F. Contractor will provide Units with the specifications and capacities listed in the Specification Sheet, which is attached hereto as Appendix C and incorporated by reference herein.

2. Location.

This Agreement is for services at all of the on-campus residence halls of the University of California, San Diego Campus. Contractor agrees to make available up to as many Units as ASUCSD requires.

3. Term of Agreement.

This Agreement shall commence July 1, 2005 and shall end on June 30, 2006.

4. Payment.

Contractor agrees to pay the ASUCSD as an administrative cost, \$25.00 for each Unit leased.

5. Exclusive Arrangement.

- ASUCSD agrees that this Agreement is exclusive with regard to the procurement of such Units for its students and that ASUCSD shall not procure, rent, lease, or purchase similar units from others for its students' dormitory rooms, or promote or arrange for the provision of similar units from others for its students' dormitory rooms, during the term of this Agreement unless Contractor is unable to meet the demand in a timely fashion.

6. Liability.

ASUCSD shall not be liable to Contractor for indirect, special, incidental, or consequential damages of any nature whatsoever for any breach of this Agreement even if advised of the possibility of such damages ASUCSD assumes no liability or responsibility for the loss or damage to any Unit.

7. Warranties.

REPAIR OR REPLACEMENT. CONTRACTOR'S LIABILITY UNDER ITS LEASES TO STUDENTS SHALL BE LIMITED TO REPAIRING OR REPLACING DEFECTIVE GOODS. HOWEVER, IF CONTRACTOR FAILS IN ITS ATTEMPT TO REPAIR THE DEFECTS, UNIVERSITY WILL BE ENTITLED TO RETAIN MONIES PAID TO UNIVERSITY UNDER THIS AGREEMENT.

NO CONSEQUENTIAL DAMAGES. CONTRACTOR SHALL NOT BE LIABLE FOR ASUCSD LOSS OF PROFITS, BUSINESS GOODWILL, OR OTHER CONSEQUENTIAL DAMAGE, DESPITE ANY FAILURE TO REPAIR OR REPLACE THE GOODS, IF CONTRACTOR FAILS IN ATTEMPT TO SATISFY SERVICE

REQUEST, STUDENTS ARE GRANTED A PRORATED REFUND ACCORDING TO TIME RENTED. ASUCSD HAS ACCEPTED THIS RESTRICTION ON ITS RIGHT TO RECOVER CONSEQUENTIAL DAMAGES AS PART OF ITS BARGAIN WITH CONTRACTOR. ASUCSD REALIZES AND ACKNOWLEDGES THAT THE PRICE OF THE GOODS WOULD BE HIGHER IF CONTRACTOR WERE REQUIRED TO BE RESPONSIBLE FOR ASUCSD CONSEQUENTIAL DAMAGES.

8. Ownership.

The Units are, and at all times remain, the property of Contractor, and ASUCSD will have no right, title, or interest in it except as expressly set forth in this Agreement.

9. Relationship of the Parties.

Contractor enters into this agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to ASUCSD as his/her employer, or as a partner, agent, or principal. Contractor's employees shall not be entitled to any benefits accorded to ASUCSD employees including worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, disability, worker's compensation or other insurance as well as licenses and permits usual or necessary for performing the services required under this Agreement.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including estimated taxes, and shall provide ASUCSD with proof of payment on demand. Contractor shall indemnify ASUCSD for any claims, loses, costs, fees, liabilities, damages or injuries suffered by ASUCSD arising out of Contractor's breach of this section.

10. Termination.

This Agreement may be terminated by either party at any time upon a 30-day notice to the other party.

11. Notices.

Except as otherwise expressly provided by law, any notices or other communications to either party by the other party relating to this Agreement will be in writing and will be deemed duly served or given when personally delivered to the designated agent of the party to whom they are directed, or in lieu of that personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Contractor at 14731 Bartley Lane Suite 101 San Diego, Ca 92126 or to ASUCSD at Purchasing Division, 9500 Gilman Dr. MC 0914, La Jolla, CA 92093-0914 Either party may change its address for the purpose of this Paragraph by giving written notice of the change to the other party in the manner provided in this Paragraph.

12. Governing Law.

This Agreement will be deemed to be executed and delivered in California and governed by the laws of the State of California.

13. Severability Clause.

If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force.

14. Appendix A

Appendix A is attached to, and made a part of, this Agreement.

15. Indemnification.

The Contractor shall defend, indemnify, and hold ASUCSD, its officers, employees, agents, and students harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents, or employees.

16. Insurance.

The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance during the term of this Agreement and for a period of three years thereafter as follows:

A. Comprehensive or Commercial Form General Liability (Contractual Liability Included)

- Each Occurrence: \$1,000,000
- Products/Completed Operations: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- General Aggregate: \$2,000,000 (not applicable to comprehensive form)

B. Business Automobile Liability:

(MINIMUM LIMITS) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

Certificate of Insurance shall name The Regents of the University of California as an additional insured and shall be provided to A.S. prior to contract commencement. Contractor shall mail the certificate of insurance to:

UCSD
Attn: Diane Wynshaw-Boris
9500 Gilman Drive MC #0914
La Jolla, CA 92093-0914

17. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein

ASSOCIATED STUDENTS

Dated: _____

Signature

Printed name and capacity of signer

College Resident Dean of Residence Life

Dated: _____

Signature

Printed name and capacity of signer

The Regents of the University of California on behalf
of its San Diego campus

Dated: _____

Signature

Printed name and capacity of signer

MICRO 101 SOLUTIONS

Dated: _____

Choyce Bostian
COO

APPENDIX

A

As discussed here is the detailed Cool-Wave™ Program for UCSD:

- 1) \$25.00 per unit will be given to Associated Students for administering the program.
- 2) \$600.00 donation will also be given on behalf of Micro 101 Solutions to the AS-UCSD and \$400.00 will be given on behalf of Micro 101 Solutions to UCSD Residence Life.
- 3) Free Books for a year will be randomly given away to one student customer, not to Exceed \$600.00.
- 4) Once a quarter, free pizza will be given to the Resident Deans for their student staff, not to exceed \$500.00.
- 5) A Free Cool-Wave™ for the year will be given away to a student customer.
- 6) Up to 4 Cool-Wave's™ to be given away on behalf of Residence Life for such things as "Scavenger Hunt's, Casino Night" or whatever move-in functions that Residence Life has.
- 7) 10 free fridges will be given to the A.S. Enterprise Office.
- 8) Guaranteed 24-Hour Service Calls resolved.
- 9) Special pricing for students in Single Rooms, RA's, or any student that works for Residence Life as a Student of the University, which special pricing is listed on Appendix B and incorporated by reference herein.
- 10) Free Brand New Unit will be given to the bookstore.

Some of the other benefits of Micro 101 Solutions, Inc.:

- A) A California Small Business Corporation
- B) Located in a HUB Zone
- C) A Family Owned Corporation
- D) Gold Level Member with WACUHO
- E) 24-Hour Service Center
- F) 10 Years in the Collegiate Rental Business
- G) "Big Enough to Serve, Small Enough to Care"

APPENDIX B
RATE SHEET

See attached Sheet

(include special pricing for single rooms, RA's, etc.)

APPENDIX C
UNIT SPECIFICATIONS

See attached Sheet

Submitted by Angela Chen. Internal informally recommends to pass by consensus. Jason Hoskins moves to approve, Neil Spears seconds, and Daniel Palay objects. Daniel Palay moves to amend, Kate Pillon seconds, and motion passes by consensus. Daniel Palay withdraws his objection, and Neil Spears objects. Neil Spears moves to amend, Kate Pillon seconds, and item passes by consensus. Neil Spears withdraws his objection. Item passes by consensus. **Bill # 73**

D. ~~Allocation of \$450.00 from General Unallocated to Leadership Events for the AS Council Challenge Course Event. Submitted by Angela Chen.~~ Finance Committee recommends postponing indefinitely. Neil Spears moves to approve, Garo Bournoutian seconds, and Ben Sumner objects. Motion fails by a vote of 1-16-1. **Item Fails**

E. Allocation of ~~\$1965.00~~ \$400.00 from Student Organization Conference Travel Unallocated to Biomedical Engineering Society for the Annual Conference of BMES Chapter in Baltimore, MD on September 29, 2005 through October 1, 2005. Submitted by Greg Murphy. Finance informally recommends passing by consensus as amended. Neil Spears moves to approve, Ben Sumner seconds, and item passes by consensus. **Bill # 74**

Jason Hoskins moves to group Items F and G, Daniel Palay seconds, and motion passes by consensus.

Matt Corrales moves to approve F and G, Daniel Palay seconds, and items pass by consensus.

F. Appointment of Chaddy Elhawary to Internal Committee, effective September 28, 2005 through October 12, 2005. Submitted by Matt Corrales. Co-sponsored by Kelvin Rebollo. **Bill # 75**

G. Appointment of Gina Depper to Finance Committee, effective September 28, 2005 through October 12, 2005. Submitted by Kelvin Rebollo. Co-sponsored by Matt Corrales. **Bill # 76**

VIII. REPORTS

- **Christopher Sweeten, President**

Kate Pillon moves to extend time by 5 minutes, Daniel Palay seconds, and item passes by consensus.
Updates:

Soft Reserve Resolution

Before summer recess council passed a resolution addressing issues surround outside vendors selling class readers on campus. Council saw this as an issue because faculty were using outside vendors rather than using Soft Reserves which is an A.S. Enterprise. By this sells at Soft Reserves went down and AS reacted appropriately. Over summer I took the resolution to VC Watson and Chancellor Fox. Both sent the resolution to Campus Counsel where the matter is being dealt with. Update from VC Watson's office is that Campus Counsel will be taking some type of action, but disclosure on the whole matter cannot be disclosed until Campus Counsel has look at all policies surround outside vendors selling on campus and whether the vendors are selling readers on campus illegally outside of the University of California regulations.

*As of 4:30p.m. Wednesday, September 28, 2005

Dear President Sweeten:

At Vice Chancellor Watson's request, we are writing to inform you of the status of our investigation regarding outside vendors selling course packs on the UCSD campus. Campus policy prohibits the sale of merchandise on campus without approval from the administration. We intend to send a letter to companies that sell course packs on campus to inform them of this policy and to insist that they cease and desist from selling course packs on campus. This letter will go out in the next few weeks, and we will start enforcing the policy beginning in the winter quarter. You should be aware, however, that, notwithstanding this letter, these companies will still be able to sell course packs for UCSD courses to UCSD students provided that the commercial transaction is not completed on UCSD's campus. For example, sales of course packs through the Internet or at off-campus locations will still be able to occur. In addition, deliveries of course packs prepared by outside vendors may take place on UCSD's campus, provided that the sale of those course packs has taken place off campus. If you have any questions, please let us and the Vice Chancellor's office know.

Best regards,

Dan Park
Associate Campus Counsel
University of California, San Diego

Commissioner of Athletics and Commissioner of Diversity Affairs application process

Applications for Commissioner of Athletics and Commissioner of Diversity Affairs went out last week across campus. There was a mix up on the student fliers list serve but students who were interested in applying e-mail my office and they all received an application. Applications are due Friday, September 30, 2005 by 4:00p.m. We have applicants for both positions. Interviews will take place next week and appointment will take place third week IOIC for the new Commissioners will be able to transition into their positions quickly as possible. Until then I will still be maintaining the responsibilities of the two offices along with my staff.

Budget

I am currently trying to assure that we have appropriate venues to have discussions over the budget with the roll over that has been placed into General Unallocated. Let's start to have discussions on how this money should be dealt with. I will be sending out invitations out to the campus to come out and be apart of the budget talks.

Undergrad Student Experience and Satisfaction Report

The report has come out and I am still thoroughly reading through the report to highlight areas in which I feel AS can play a very crucial role in ensuring that desires of the students will be met. This release will come out on Friday when I meet with the Chancellor. At that point in time I will come back to AS looking for us to come together as a unit and start tackling the issues that are presented within the report.

Pesticide Incident 2005

Earlier this summer a report came out about pesticides being used on students at UCSD who were involved in an experiment. The students were not aware of the dangers that the pesticide presented to their health. The students have been contacted and are being treated. As a council I would still like to see us take the appropriate measures calling on the campus to re-examine their research human testing policies and to ensure that all faculty on campus abide by those regulations. I will post the report outside of my office and send over the list serve the report that was released by Senator Boxer on the issue. (Senator Boxer's office is the one who contacted me on this issue in the summer)

AVC Student Life

Committee has narrowed down the applicants to 7. First round of interviews will take place later in October. The candidates seem they will be very beneficial to the campus and I look forward to the interviews.

Outlooks:

Community Involvement

I am trying to get AS more involved with campus. I will be sending out e-mails for us to do a lot of tabling to take questions from students or just to sit out and hang out. This will also give us time to communicate and connect with the students. Also I am working on details for AS to do a year long community service project so stay tuned.

Triton Tide

Lobby area and bulletin boards

I hope you are enjoying the new lobby area of AS as well the new design of the bulletin boards so please decorate your boards. As well I am requesting any pictures of past AS councils for I can work on a project that Lauren and I are doing as a special keepsake.

AS Web Site

I hope you all are enjoying the new AS web site. Marketing and Lauren have been working with me all summer and it has turned out so great. Please tell people to go on and use the new site. If you have any suggestions please email Lauren or me and we try to accommodate as best we can.

Personnel Committee

I am still going ahead and creating a Personnel Committee I will have the first draft out to council by the beginning of next week. I will highlight the importance of the committee at next weeks meeting and give you more details next week in full detail.

Activity Fee Referendum

I will be setting up town hall forums on how to go about running the fee referendum in the spring. I am looking to increase the fee referendum to \$30.00 a quarter. I will be inviting all undergrad students on campus to come out and take part in the reorganization of AS.

State of the Campus Address

I will be holding a state of the campus of address to get out to all members of the campus the inside of how students are feeling on campus. More details will come from my office as things are being confirmed. The date for the state of the campus address will be 6:00p.m. January 12, 2005 in the Ballrooms

Joint Sessions of the Governments (AS & GSA)

I am proposing that we have a joint session with the GSA to have a meeting of common ground where all students on this campus shall have their opinions on campus issues heard in one place. Details will come from Angela F. and me in the upcoming weeks.

- **Greg Murphy, Vice President Finance**
- **Kevin Mann, Vice President External**
- **Harry Khanna, Vice President Academic Affairs**
- **Soap Chum, Commissioner, Communications**
- **Commissioner, Diversity Affairs**

- **Angela Chen, Commissioner, Enterprise Operations**
Just a reminder that the AS Council Challenge Course Event is this Sunday from 12-2 at Outback Adventures. Make sure you guys come out and get ready for a CRAZY, fun-filled day!!!

- **Eric Morris, Commissioner, Programming**
- **Travis Silva, Commissioner, Student Advocacy**
 - **KNOW YOUR RIGHTS Campaign**

The flyer is being printed by Imprints, and once it's in all the materials will be left in Dean's and Res Life Offices throughout the campus. I'll be presenting at College Council meetings this week and next, and hopefully at RA meetings in the following weeks to publicize the Office.

- **ASSISTANTS**

Applications are out and have been distributed over the listserv. The process is to sent a cover letter and resume to asadvocacy@ucsd.edu. There are two positions, Associate Advocate and KYR Campaign Coordinator, but I plan on appointing 2-3 Associate Advocates. PLEASE HELP SPREAD THE WORD!

- **RESULTS OF ALL MY CASES SO FAR**

Just kidding!

You stay classy, San Diego

- **Maurice Junious, Commissioner, Student Services**
- **Senators**
- **Josh Martino, Senate Chair**
- **Committees members**
- **Ex-Officio members**
Neil Spears, Muir College Council Chair

Join Students Raising AIDS Awareness for **AIDS Walk San Diego this Sunday, October 2**, in Balboa Park. Free shuttles depart from Sun God Lawn at 7 a.m. so we can get to Balboa Park in time for the 8 o'clock walk. You can register online by going to <http://aidswalksd.org>, clicking "View Walk Teams," selecting UCSD, and then clicking "Join This Team."

Chancellor Fox will be walking with us! Join UCSD in raising funds for those living with AIDS in our community. Plus, there will be free t-shirts for the first 70 people!

Questions? Answers are with Pat Allen (jj7allen@ucsd.edu) or Neil Spears (858-699-8630). See you Sunday!

- **Associate members**
- **Angela Fornero, Vice President Internal**

IX. COUNCIL CAUCUS

Discussion of new business item P: Indecent Broadcast Restrictions

- We didn't want to withdraw old business item A because of item P. Referring to prong 3 of the "3 Prong Miller Test": I wanted to get the ball rolling on this issue so that it's not long winded next week. Indecent broadcast restrictions cut down free speech. You can't even show a sex-ed tape. This negates our whole purpose to make students safer. We are going against Supreme Court legislation. We are not legal minds. The Supreme Court basically says that public schools are not allowed to limit shows.
 - I am a representative of SRTV although some of my personal views may come across and I will differentiate the two. Regarding the 2nd prong, there are no specifics bound by law. If your want this to be enforceable it needs to be specific. We can't control what SRTV members do. Being proactive opens up that door. Art and see tape.
 - A.S. should be in the business of allowing expression within the bounds of the law. Students should be able to express themselves, and I don't think A.S. should stand in the way. I disagree with adding that line.
 - I disagree with adding c3 because it negates 2 out of 3 prongs of miller test. Sex activity with nudity, why would you need the miller test. Independent films, possibly including oral sex, etc, it would be seen as artistic. We can't close the door.
 - Campus counsel went through this. There are no legal matters on behalf of A.S. When A.S. manages; if we want our station to be like PBS, we have the right to do that. Nudity is allowed on the channel, but you cannot have intercourse, etc. After 10pm nudity is okay, everything taken down. We have to listen to the majority voice and majority. Middle ground to allow expression and the fear from students thinking they will see sex. It's all in the realm of A.S. We set the tone. We took this stance, if you want to address that it's a different conversation.
 - I am a fan of free speech. This problem is not a free speech issue. There are always two sides. The beauty of legality is there are 2 sides. We have been advised by university attorneys that we can regulate. It's not free speech, but we manage it; we own it. There is another way to look at it, it's not illegal. Issues are not black and white. Regulate what we consider appropriate. There are still ways to express themselves, but we need to make sure it is appropriate.
- Jason Hoskins moves to extend Kate Pillon's speaking time by 2 minutes, Rachel Corell seconds, and Neil Spears objects. Motion fails by a vote of 7-9-1.**
- Managers can control what they put on.
 - I don't think this body can make the decision of what is appropriate. It's up to the managers. I don't think that taking out #3 will turn it into pay-per-view.
 - There is a line that we can draw. Taking responsibility for this. There are certain standards that we can uphold. There is a certain point that we have to be responsibility. Graphic sex activity is not okay.
 - If #3 added, can there still be nudity.
 - Yes
 - We did enact the grievance procedure. We would respect that decision of the procedure. Chancellor did not know what is going on. The legal opinion did not come from the Chancellor, it came from her office. At this point any changes would be a reactive change. To make changes based on reaction is not a good way to make policy.
 - Remember that although there is a manager of the station, the Commissioner of Student Services is the manager of the manager of the station. There is a joint failure that was on behalf of A.S. and SRTV. Getting meetings together with the Commissioner and the manager is important.

- Yes there are two sides, but we have to decide which one is right; so that you don't end up in the space of ambiguity. The manager's job is not content oriented. Manager is an engineer to run SRTV. Ownership is only when it comes to how it's run, we have to remember it is a public school. As councils cannot censor content.
- Reference Carmen Vasquez's comments in union tribune. California is unique because it has the Lenar Law referencing freedom of speech. If we make restrictions, they can take us to court.
- There are two main types of porn; playboy & hustler. Would appreciate the banning because that's just stuff that a lot of people would not like to see. All the other stuff is okay. On campus is HBO, and if you don't like it you can turn the channel. There can be sexual contact with nudity. Even if you remove #3, you still have the safeguard of #2 to handle everything else.
- You can place in bullet point what specific things you don't want to see.

Harry Khanna moves to extend Council Caucus by 17 minutes, Daniel Palay seconds, and Neil Spears objects. Motion to extend Council Caucus by 17 minutes fails by a vote of 5-11-2.

Speaker's List: Daniel Palay, Andy Tess, Harry Khanna, Josh Martino, Chris Sweeten, Kate Pillon, Neil Spears, Yield to: Kate Pillon, Adam Grant, Yield to: Chris Sweeten, Andy Tess, Chris Sweeten, Ben Sumner, Daniel Palay, Josh Martino, Yield to: Chris Sweeten

X. OLD BUSINESS

- A. Amendment to the SRTV Broadcast Rules and Regulations to read as follows:
SRTV Broadcast Rules and Regulations**

("SRTV" – "Student Run Television")

Revised: November 10, 2003

Revised: April 20, 2005

A. Copyrighted Material

SRTV does not allow the rebroadcast of unauthorized copyrighted material

B. Obscene Broadcast Restrictions

1. SRTV follows FCC guidelines Regarding Obscenity.
2. It's against the law

It is a violation of federal law to broadcast obscene material at anytime. It is also a violation of federal law to broadcast indecent programming during certain hours. Congress has given the Federal Communications Commission (FCC) the responsibility for administratively enforcing the law that governs these types of broadcasts. The Commission may revoke a station license impose a monetary forfeiture, or issue a warning, for the broadcast of obscene or indecent material.

3. **Obscene Broadcasts Are Prohibited at All Times**
Obscene speech is not protected by the First Amendment and cannot be broadcast at any time. To be obscene, material must meet ~~a three prong~~ *all three prongs of the Miller test*.
 - An average person applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest;
 - The material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and
 - The material, taken as a whole, must lack serious literary, artistic, political or scientific value.

C. Indecent Broadcast Restrictions

- 1 SRTV voluntarily follows FCC guidelines for indecency.
- 2 The FCC has defined broadcast indecency as "language or material that, in context depicts or describes, in terms patently offensive as measured by contemporary community broadcast standards for the broadcast medium, sexual or excretory organs or activities." Indecent programming contains patently offensive sexual or excretory references that do not rise to the level of obscenity. As such, the courts have held that indecent material is protected by the

First Amendment and cannot be banned entirely. It may, however, be restricted in order to avoid broadcast during times of the day when there is a reasonable risk that children may be in the audience.

- 3 Consistent with a federal statute and federal court decisions interpreting the indecency statute, the FCC adopt a rule pursuant to which broadcast—both on television and radio—that fit within the indecency definition and that are aired between 6:00 AM and 10:00 PM are subject to indecency enforcement action.

D. Mechanisms Available to Block Programming or Channels

1. Generally, Cable television operators have the right to determine the channels that are available on their cable systems. To maximize the number of subscribers, the cable operator selects channels that are likely to appeal to a broad spectrum of viewers. Because of this, a cable subscriber may receive programs as a part of a programming package that he or she does not wish to view.
2. The cable operator, in general, is not responsible for the programming that is shown on a particular channel and does not have the right to prevent the transmission of programming that may contain objectionable material. However individual subscribers have various tools available that may be used to prevent that viewing of programs or channels. For example, the subscriber may employ a lockbox and/or a V-chip.
 - **Lockbox**
A “lockbox” is a device that a subscriber may lease or purchase from the cable company or from a retail store. By using a lockbox, a cable subscriber can literally lock specific channels so the programming cannot be viewed.
 - **V-Chip**
Federal law now requires that most programming available on television is rated to alert viewers if the programming contains violence, inappropriate language or other material a viewer may find offensive. A V-chip is the circuitry in a television that is capable of identifying these ratings and blocking the programming that the individual finds inappropriate. All 13-inch or larger screen televisions that are manufactured are imported for use in the United States are required by law to include the V-Chip on at least 50% of their products after July 1, 1999 and on the remaining 50% by January 1, 2000. If you have an older model television, you may purchase a V-chip and attach it to the television. Depending on its technical specifications, the V-chip may be used to block individual programs or it may be used to block one or more channels entirely.

Submitted by Denis Shmidt. Co-Sponsored by Maurice Junious. Internal Committee formally recommends passing by consensus. Item passes by consensus. **Bill # 77**

XI. NEW BUSINESS

- A. Amendment to the Student Advocacy Charter to read as follows:

OFFICE OF THE STUDENT ADVOCATE CHARTER

ARTICLE I: NAME

The body governed by this charter shall be known as the Office of the Student Advocate.

ARTICLE II: PURPOSE

The Office of the Student Advocate functions as a service of the Associated Students in the area of student rights and representation. It exists to inform, advise and represent individual students experiencing academic or administrative conflicts with the University, as well as to pursue broader issues of student rights affecting large classes of students.

- A. The areas in which the Office of the Student Advocate advises and represents students include, but are not limited to, the following:
1. Grading disputes and grade appeals;
 2. Conduct violations: academic dishonesty charges, alleged violations of the UCSD Student Conduct Code and related policies, campus conduct related with the UCSD Police;
 3. Administrative and procedural problems: difficulties in securing transcripts, establishing California residency, removing registration holds, and in dealing with various other demands of the UCSD administration;

4. Housing, health and welfare: problems with University housing, Student Health Services, Counseling and Psychological Services;
 5. Financial aid: problems with eligibility, grants, loans, delays, amounts of awards and payments, and;
 6. Discrimination and harassment: harassment or other problems stemming from discrimination based upon race, sex, religious or political beliefs, sexual preference, or physical disability.
- B.** The broad student rights concerns that the Office pursues include, but are not limited to, the following:
1. Policy review: encouraging and participating in the rewriting of University policies affecting students which are outdated, unworkable, conflicting with other policies, or in violation of students' rights;
 2. Policy enforcement and education: ensuring that University employees, especially faculty and administration, understand and abide by University policies and the norms of due process as incorporated therein in their various dealings with students, and educating students as to their rights and responsibilities under University policies, and;
 3. Student power: working to attain true student input in the formulation of campus policies and procedures and a real measure of student control over student fee-funded facilities.
- C.** The **Commissioner of Student Advocacy Office of the Student Advocate** shall represent the Associated Students at all formal hearings in front of the Associated Students Judicial Board unless the Commissioner of Student Advocacy is bringing the complaint to the Judicial Board.

ARTICLE III: MEMBERSHIP

A. ASUCSD Commissioner of Student Advocacy

1. The Commissioner of Student Advocacy oversees all operations and management of the Office of the Student Advocate.
2. The Commissioner of Student Advocacy selects and chairs the membership of the Office of the Student Advocate.

B. Other members

1. **Assistant Associate** Student Advocates
 - a. **Assistant Associate** Advocates share the responsibilities of the Commissioner of Student Advocacy in the casework and staffing of the Office from day to day, in addition to acting as the official delegate of the Commissioner of Student Advocacy in his or her absence. The Commissioner of Student Advocacy and **Assistant Associate** Student Advocates are referred to together throughout this charter as "Advocates."
 - b. **Assistant Associate** Advocates are appointed by the Commissioner of Student Advocacy and must be confirmed by the ASUCSD Council. Their work is subject to the normal review of the ASUCSD Personnel Committee
2. Issue Coordinators
 - a. Issue Coordinators perform research and writing work on such general student rights issues as those outlined in Article II, B above, and other tasks as delegated to them by the Commissioner of Student Advocacy or an **Assistant Associate** Advocate.
 - b. Issue Coordinators are selected by the Student Advocate.

ARTICLE IV: DUTIES

A. Basic services to individual students:

1. The Office of the Student Advocate assists students with questions, problems or cases in any of the general categories listed in Article II above, or in similar or related matters.
 - a. The Office refers matters arising from a student's employment relationship with the University to the ASUCSD Employee Relations Coordinator.
 - b. The Office refers matters outside of the University's domain, such as landlord-tenant disputes and problems with local police, to UCSD Student Legal Services.
 - c. The Office does not enter into matters of law. The Office refers non-University legal matters to Student Legal Services.
2. The Office protects and advances the rights of students by always seeking to achieve the best possible result in any particular student's case.
3. When a student contacts the Office for assistance with a matter within the purview of the Office, the Advocate on duty follows the following procedure for case initiation:
 - a. If the initial contact is by telephone or other message, the Advocate on duty arranges a meeting with the student if possible. Many of the cases with which the Office deals are of a highly

personal nature to the students involved, and face-to-face contact both helps to reassure students that the Office can help them and facilitates openness in describing the problem.

- b. The Advocate then opens a case file, with a cover sheet listing the student's name, address, and telephone number. The cover sheet will also show the Advocate working on the case and include spaces for a brief summary of the student's problem, actions taken by the Office, and the final resolution of the matter.
 - c. The Advocate confers with the student to determine the details of the problem, taking notes to be placed in the student's case file.
 - d. Where necessary, the Advocate asks the student to sign a release form enabling members of the University faculty, staff, and administration to discuss the student's case with the Advocate.
 - e. Finally, the Advocate makes an initial determination of how to approach the student's problem. Some cases may require no more than a phone call to resolve, but most (especially those involving charges against the student) demand one or more meetings and/or hearings over the course of several weeks or months. The Advocate explains the course he or she will follow, realistically appraises the student's chances of success, and arranges future contacts with the student.
4. Advocates work on students' cases in many ways which include, but are not limited to, the following.
- a. Advocates gather evidence to determine the facts surrounding a student's case and research relevant University policies and procedures both to ensure University and student policy compliance and to determine the most effective course of action in the case at hand.
 - b. Advocates help students draft letters to University officials, such as the "Student Response" to formal charges, a formal grievance letter, the "Reason" for a student petition, or an appeal of an administrative or judicial decision. Where appropriate, the Advocate will also write letters on behalf of the student.
 - c. Advocates meet with involved University personnel as the student's case requires it. Through these meetings Advocates can advance the student's interests (often by negotiating an informal resolution to the matter) and learn the University's perspective on the facts of a case.
 - d. Advocates also attend formal hearings on a case as the student's "Advisor" or "Personal Representative" as outlined in the Student Conduct Code §38.15, should the student so desire. In this capacity the Advocate will present the best possible arguments in the student's favor.
5. Caveats:
- a. The Office extends an absolute guarantee of confidentiality to all students who contact it. Advocates may discuss cases with each other to share work and educate each other, but under no circumstances may they discuss them with outside parties without specific written permission from the student or *otherwise directed by law*. The relationship between Advocate and student is akin to that between an attorney and a client, and all information imparted by the student is to be held inviolate in keeping with the nature of that relationship.
 - b. In light of the extreme importance of confidentiality, the Office maintains the security of its records at all times. All forms and files concerning a student's case must be kept in the office under lock and key unless needed for work outside the office, and closed case files never leave the office. Furthermore, case files kept within the office for a minimum of five years from the date of closing. After this time, they may be either kept within the office or destroyed at the discretion of the Commissioner of Student Advocacy.
 - c. Under no circumstances does the Office provide legal advice to anyone. Providing legal advice without a license is a serious violation of both state law and the professional ethics of the Office. The Office refers those seeking such advice to proper sources, such as Student Legal Services, private attorneys, or legal self-help books.
 - d. The Office does not discriminate on any basis in the services that it offers to students; these services are equally available to all.

B. Additional services to students:

1. The Office serves as a bureau of information on student rights, University policies and procedures, and the norms of due process as incorporated therein. The Office educates students on these and other issues pertaining to their rights and status within the University upon request and at every available opportunity.
2. The Office lobbies University faculty and administrators both to promote a better understanding of student rights and to promote the incorporation of student rights within University policies.

- C. The Office can most effectively serve students when it operates on a walk-in basis, as students will find it much easier to contact the Office when it is open for business full-time. The Commissioner of Student Advocacy should therefore appoint enough **Assistant Associate** Advocates to staff the office full-time (during normal business hours), or as close to full-time as possible. Advocates can work on cases, contact University personnel or perform other duties between students' visits.
- D. **The Commissioner of Student Advocacy and Associate Commissioners shall be trained in accordance with policies set forth by the Student Conduct Code and the Office of Student Policies and Judicial Affairs.** The Commissioner of Student Advocacy oversees the *additional* training of the **Assistant Associate** Advocate(s). The Advocate's job can be self-taught to a large degree, but the Student Advocate must see that all Advocates read the Student Conduct Code, the UCSD Student Related Regulations, Policies and Procedures, the ASUCSD Constitution and bylaws, this charter, and the Student Organizations Handbook. All Advocates should also be familiar with the UCSD Policies and Procedures Manual and the Academic Senate Manual, as well as the University's administrative structure. Finally, the Commissioner of Student Advocacy should appoint **Assistant Associates** at the end of an academic year to allow them to learn the job over the summer.
- E. In order to provide an effective service to students, the Office must maintain a high profile on campus. The Office must therefore run an outreach campaign to students and administrators at all times.
 - 1. The Office publicizes its services to students by advertising in campus media, by maintaining a supply of brochures in such obvious places as the college lounges, EDNA, and Student Legal Services, by regularly placing flyers around campus, and by placing notes about the Office in various campus publications given to students, such as the various college handbooks and the Whole Campus Catalog.
 - 2. The Office publicizes itself to administrators by sending letters to and arranging introductory meetings if possible with personnel in such offices as financial aid, housing, academic advising, et. al. These letters and meetings serve to remind campus personnel about the Office's services and to encourage them to refer students with problems or complaints to the Office. The Commissioner of Student Advocacy should meet with the Student Conduct Coordinator and each of the college deans to establish a working relationship and to supply them with a form letter advertising the Office's services to give to students charged with conduct violations. This kind of outreach will both increase the business of the Office and improve its standing within the University community.
- F.
 - 1. The Office prepares an annual report to the ASUCSD Council on its work, to be delivered by the Commissioner of Student Advocacy at the end of each academic year. This report outlines the broad student rights issues worked on by the Office in addition to results of these efforts, but focuses on a statistical breakdown of the Office's caseload including total number of cases, general subject areas of cases by percentage, and some measure of the Office's "success rate" (i.e. the percentage of cases in which the Office helped the student to a favorable result). This report educates the Council about the Office's work, and help to prepare incoming Advocates for what to expect on the job.
 - 2. The Commissioner of Student Advocacy shall update the ASUCSD Council quarterly concerning the work of the office.

ARTICLE V: POWERS

- A. In accordance with the powers of the Associated Students of the University of California at San Diego, the Office of the Student Advocate is hereby recognized and established as the official service of the ASUCSD to provide representation and counseling to students concerning their rights within the University community, and to ensure through representation and lobbying that policies and procedures reflecting a concern for student rights be followed by the University faculty and administration in their dealings with students.

ARTICLE VI: FUNDING

- A. The Office of the Student Advocate will receive an annual allocation from the Student Activity Fee monies to cover general operating costs and travel expenses where relevant. Additional funds will be requested as needed from the ASUCSD Council.

ARTICLE VII: FACILITIES

- A. The Office of the Student Advocate is housed within the Price Center Student Government offices, and will be guaranteed an office with sufficient materials to enable it to conduct its business in a proper fashion.

ARTICLE VIII: AMENDMENTS

- A. This charter shall become effective upon a two-thirds vote by the ASUCSD Council approving this charter, and shall remain effective until amended, repealed or replaced by the same or a subsequent ASUCSD Council.

ARTICLE IX: BYLAWS

- A. The Office of the Student Advocate shall add by-laws to this charter as needed to clarify any portion of the charter.
- B. By-laws shall not alter the charter itself, but shall indicate in more detail procedures for implementing its provisions.

041504/jab

Submitted by Travis Silva. **Referred to: Internal**

- B. Appointment of Benjamin Sumner to Academic Affairs Chief of Staff, effective October 5, 2005 through May 3, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- C. Appointment of Di Lam to Academic Affairs External Assistant, effective October 5, 2005 through May 3, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- D. Appointment of Daniel Palay to Academic Senate Committee on Academic Freedom, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- E. Appointment of Alex Miller to Academic Senate Committee on Academic Information Technology, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- F. Appointment of Tanya Piyaratanaphipat to Academic Senate Committee on Admissions, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- G. Appointment of Jacob Davis to Academic Senate Committee on Affirmative Action and Diversity, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- H. Appointment of John T. Chan to Academic Senate Committee on Campus and Community Environment, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- I. Appointment of Daniel Watts to Academic Senate Committee on Distinguished Teaching, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- J. Appointment of Patrick Tokuyama to Academic Senate Committee on International Education, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- K. Appointment of Stephanie M. Moody-Grissler to Academic Senate Library Committee, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- L. Appointment of Chris Veit to Academic Senate Committee on Planning and Budget, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- M. Appointment of Ashton Iranfar to Academic Senate Representative Assembly, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- N. Appointment of Christine Vuong to Academic Senate Committee on Undergraduate Scholarships and Honors, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- O. Appointment of Rabia Paracha to Academic Senate Committee on Undergraduate Scholarships and Honors, effective October 5, 2005 through June 30, 2006. Submitted by Harry Khanna. **Referred to: Internal**
- P. Amendment to the SRTV Charter to read as follows:
SRTV Charter

(“SRTV”- “Student Run Television”)
Revised: November 10, 2003

A. Mission Statement

SRTV’s primary mission is to enrich the university experience of UCSD students with a television broadcast environment created, maintained, and perpetuated by students themselves. SRTV intends to meet this mission by providing the UCSD community with information and student programming including video, news, music, and entertainment of a diverse nature which usually cannot be obtained elsewhere in San Diego or which serves student interests.

SRTV's major objective is to afford any interested UCSD student the following:

1. Facilities for training in television arts & science topics which are not part of a regular formal UCSD instruction program.
2. A broadcast medium for artistic and informative expression.

SRTV's intent is to provide an artistic medium within the context of UCSD policies and FCC Rules and Regulations governing on-air conduct and operation of a closed-circuit television station.

B. Reporting Relationships

1. SRTV is student programmed and managed as a service of the Associated Students, University of California, San Diego (**ASUCSD A.S. Council**), and is entitled to communication with the AS. Commissioner of Student Services. Comment [LW1]: A.S. Council
2. The **ASUCSD A.S. Council** provides primary financial support for SRTV and is responsible for its operation through open communication with the General Manager and all Directors. Comment [LW2]: A.S. Council
3. SRTV is responsible for maintaining relations with the **ASUCSD A.S. Council** by providing timely updates and information to the AS Advisor. Comment [LW3]: A.S. Council
4. SRTV is responsible for addressing concerns from the Chancellor and other UCSD administrative bodies.
5. SRTV is responsible to provide an outlet for any UCSD student to create media how they see fit in accordance with the SRTV Charter.

C. Student Management

1. SRTV Directors
 - a. The Directors shall serve as the primary student decision-making body within SRTV and shall be responsible for the daily operation of SRTV and the accomplishments of SRTV's objectives.
 - b. The Directors are selected a vote of exiting Directors, considering input from Producers.
 - c. The Directors shall be comprised of the following voting members:
 - General Manager
 - Operations Manger
 - Station Programmer
 - Event Programmer
 - Engineers
2. Producers
 - a. Producers are UCSD undergraduate students who create content using SRTV resources.
 - b. Producers have met the training requirements set by the Directors
 - c. Producers know and understand SRTV's rules and regulations regarding content and are held responsible for their own actions.
 - d. Producers must address any questions or concerns to the Station Programmer if clarification or reinforcement of regulations is needed.
3. General Manager and Operations Manager
 - a. The SRTV General and Operations Managers shall be undergraduate students responsible for all student management of the station.
 - b. The SRTV Cabinet selects the General and Operations Managers on an annual basis.
 - c. The General and Operations Manager's responsibilities include:
 - Overseeing SRTV student management
 - Overseeing SRTV operations and facilities
 - Preparing SRTV's annual budget
 - Insuring compliance with FCC Rules & Regulations regarding closed-circuit broadcast.

- Developing advancement strategies for SRTV
- Addressing concerns and requests from Directors, Producers, Administration, and the student body.
- Meeting with SRTV advisor on a regular basis to retain open communication between **ASUCSD-The A.S. Council** and SRTV.

Comment [LW4]: The A.S. Council

D. External Relations

1. Non-Compliance

- a. **If SRTV Directors are unable to resolve conflicts that result in non-compliance with the SRTV Charter or SRTV Bylaws, **ASUCSD-the A.S. Council** is entitled to schedule a meeting with SRTV Directors and Producers.**
- b. In the event that a resolution cannot be made, **ASUCSD-the A.S. Council** is entitled to vote to resolve the non-compliance.

Comment [LW5]: the A.S. Council

Comment [LW6]: the A.S. Council

2. Resources

- a. Meetings to address concerns or invite collaboration with SRTV may be scheduled by SRTV or any of the following entities:
 - All UCSD College Stations
 - **ASUCSD A.S. Council**
 - Media Center
 - KSDT Radio
 - UCSD TV
 - Administrative Computing and Telecommunications (ACT)
 - Triton Cable
 - University Centers Advisory Board (UCAB)
 - Geisel Library

Comment [LW7]: A.S. Council

SRTV Broadcast Rules and Regulations

(“SRTV”- “Student Run Television”)
Revised: November 10, 2003

A. Copyrighted Material

1. SRTV does not allow the rebroadcast of unauthorized copyrighted material.

B. Obscene Broadcast Restrictions

1. It’s Against the Law

It is a violation of federal law to broadcast obscene programming at any time. It is also a violation of federal law to broadcast indecent programming during certain hours. Congress has given the Federal Communications Commission (FCC) the responsibility for administratively enforcing the law that governs these types of broadcasts. The Commission may revoke a station license, impose a monetary forfeiture, or issue a warning, for the broadcast of obscene or indecent material.

2. Obscene Broadcasts Are Prohibited at All Times

Obscene speech is not protected by the First Amendment and cannot be broadcast at any time. To be obscene, material must meet **all three prongs of the Miller test**

- An average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest;
- The material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and
- The material, taken as a whole, must lack serious literary, artistic, political or scientific value.

Comment [LW8]: SRTV proposed change

C. Indecent Broadcast Restrictions

1. The FCC has defined broadcast indecency as "language or material that, in context depicts or describes, in terms patently offensive as measured by contemporary community broadcast standards for the broadcast medium, sexual or excretory organs or activities." Indecent programming contains patently offensive sexual or excretory references that do not rise to the level of obscenity. As such, the courts have held that indecent material is protected by the First Amendment and cannot be banned entirely. It may, however, be restricted in order to avoid its broadcast during times of the day when there is a reasonable risk that children may be in the audience.
2. Consistent with a federal statute and federal court decisions interpreting the indecency statute, the Commission adopted a rule pursuant to which broadcast--both on television and radio--that fit within the indecency definition and that are aired between 6:00 A.M and 10:00 P.M. are subject to indecency enforcement action.
3. **Graphic depictions of sexual activity involving nudity are not permitted at any time.**

Comment [LW9]: Proposed addition to the charter

D. Mechanisms Available to Block Programming or Channels

1. Generally, cable television operators have the right to determine the channels that are available on their cable systems. To maximize the number of subscribers, the cable operator selects channels that are likely to appeal to a broad spectrum of viewers. Because of this, a cable subscriber may receive programs as part of a programming package that he or she does not wish to view.
2. The cable operator, in general, is not responsible for the programming that is shown on a particular channel and does not have the right to prevent the transmission of programming that may contain objectionable content. However, individual subscribers have various tools available that may be used to prevent that viewing of programs or channels. For example, the subscriber may employ a lockbox and/or the V-chip.

▪ Lockbox

A "lockbox" is a device that a subscriber may lease or purchase from the cable company or from a retail store. By using a lockbox, a cable subscriber can literally lock specific channels so that the programming cannot be viewed.

▪ V-chip

Federal law now requires that most programming available on television is rated to alert viewers if the program contains violence, inappropriate language, or other material that a viewer may find offensive. A V-chip is the circuitry in a television that is capable of identifying these ratings and blocking the programming that an individual finds inappropriate. All 13-inch or larger screen televisions that are manufactured or imported for use in the United States are required by law to be equipped with the V-chip. Television manufacturers were required to include the V-chip on at least 50% of their products after July 1, 1999 and on the remaining 50% by January 1, 2000. If you have an older model television, you may purchase a V-chip and attach it to the television. Depending on its technical specifications, the V-chip may be used to block individual programs or it may be used to block on or more channels entirely.

Submitted by Maurice Junious. **Referred to: Internal**

- Q.** Allocation of \$1000.00 from General Unallocated to AS Admin for Cart Repairs. Submitted by Greg Murphy. Co-sponsored by Harry Khanna. **Referred to: Finance**

XII. ANNOUNCEMENTS

XIII. ROLL CALL

Present for the second roll call were:

Garo Bournoutian	Kevin Hsu	Kate Pillon
Angela Chen	Aria Jafari	Kelvin Rebollo
Soap Chum	Julia Joshel	Kyle Samia
Rachel Corell	Maurice Junious	Rahul Sharma
Matt Corrales	Harry Khanna	Travis Silva
Katie Drago	Katryna Martens	Neil Spears
Chaddy Elhawary	Josh Martino	Benjamin Sumner
Gina Depper	Marco Murillo	Christopher Sweeten
Dan Florek	Greg Murphy	Christine Vuong
Angela Fornero	Bryce Murray	
Adam Grant	Conrad Ohashi	
Jason Hoskins	Daniel Palay	

Absent: Tyler Carle, Jared Feldman, Erica Malouf, Kevin Mann, Jerry McBrearty, Nikta Namdaran, John Perry, Denis Shmidt, Chris Sholley, Steven Williams, and Christine Yamazaki

Excused: Ashton Iranfar, Eric Morris, and John Polkinghorne

XIV. ADJOURNMENT

**Greg Murphy moves to adjourn, Daniel Palay seconds and motion passed by consensus.
ASUCSD Council Meeting #6 adjourned at 8:34pm.**