

**Constitutional Council
Associated Students of Stanford University**

***The Stanford Review* vs. The Students of Color Coalition**

I. Introduction

It is time to bring transparency to the endorsement process for ASSU elections. Hardworking students and their families fund the student groups that issue endorsements yet the system is shrouded in secrecy. In an era when the national electorate is demanding more transparency and openness in political campaigns, Stanford University has the unique opportunity to set an example that will guide college campuses across the nation.

Unlike national elections, no new laws need to be implemented to ensure more transparency at Stanford. The ASSU Constitution has a Freedom of Information clause and, when The Students of Color Coalition (SOC) refused to comply with *The Stanford Review's* request for information on its endorsement process, it violated the constitution. Therefore, we humbly request that the Constitutional Council require SOCC to comply with *The Stanford Review's* constitutional request for SOCC's endorsement documents.

II. Parties

The Stanford Review is "is a monthly political magazine that promotes independent thought at Stanford. We aim to promote debate about campus and national issues that are otherwise not represented by traditional publications."¹ We also publish online content several days a week. *The Stanford Review* is a recognized Voluntary Student Organization ("VSO").

SOCC is a coalition of six VSOs that collectively endorse and support candidates during annual ASSU elections. Its membership VSOs include: the Asian American Students' Association (AASA), Black Student Union (BSU), Movimiento Estudiantil Chicano de Aztlan (MEChA) de Stanford; Muslim Student Awareness Network (MSAN), the National Association for the Advancement of Colored People (NAACP), and the Stanford American Indian Organization (SAIO).²

III. Jurisdiction

Article IV, Section 2(A) of the ASSU Constitution gives the Constitutional Council the power to "adjudicate all cases where the constitutionality [under the ASSU Constitution] of an act by... any member(s) of the Association is called into question."³

¹ <http://stanfordreview.org>

² <http://soccstanford.weebly.com/about.html>

³ <http://assu.stanford.edu/wp-content/uploads/2014/08/ASSU-Constitution.pdf>

IV. Statement of Facts

***The Stanford Review* Learns About Controversial Language in SOCC's Contracts**

Beginning on Tuesday, April 7th, multiple sources told *The Stanford Review* that SOCC required candidates to sign allegedly confidential contracts. We were told these contracts contained clauses prohibiting candidates endorsed by SOCC from associating with certain student groups. Some sources claimed that the contracts explicitly told the candidates not to associate with certain Jewish groups; others claimed the clause was more general but that Jewish groups were listed orally. We have also heard denials that Jewish groups were singled out and SOCC did in fact endorse candidates who were also endorsed by the Jewish Students Association (JSA).

Molly Horwitz '16 approaches *The Stanford Review* with Information about her SOCC Interview

On Thursday, April 9th, *The Stanford Review* met with Ms. Horwitz, a candidate for the ASSU Senate. She told *The Stanford Review* that, during her interview, a member of SOCC's leadership asked: "Given your strong Jewish identity, how would you vote on divestment?" Ms. Horwitz claims she asked for clarification and was directed to her application where she mentioned her strong Jewish identity. Ms. Horwitz told *The Review* she was then asked how her strong Jewish identity would affect her decision in the Senate.

***The Stanford Review* Reaches out to SOCC for Comment and Files a Freedom of Information Request**

Thursday night, *The Stanford Review* sent a letter to SOCC's leadership — see Exhibit A — requesting comment on both Ms. Horwitz's allegations and on the contracts. The letter stated: "I would like to extend you the opportunity to comment *on the record* on some or all of the questions below to ensure my perception of what occurred accounts for both parties' narratives." The letter then listed a series of questions for SOCC's leadership. Although there were several questions listed, many were mutually exclusive (i.e. answer one question if Claim X is correct, answer another if Claim X is incorrect).

The letter also requested information from SOCC using the ASSU Constitution's Freedom of Information clause. We determined this was the best course of action to determine the veracity of the claims surrounding SOCC's contracts. We requested the following:

"1. All contract(s) signed by endorsed candidates: this/these contract(s) must be an exact copy of any signed by both ASSU Executive and ASSU Senate candidates. If there were multiple versions, then all versions must be submitted. To verify these versions, I am *also* requesting a digital or print copy of the contract *with* the signature of each candidate. Specifically, I am requesting a copy of the signed ASSU Executive contract *and* a copy of a signed ASSU Senate contract (one of the thirteen Senate contracts will suffice unless different Senators signed different contracts).

2. Copies of all notes taken by all members of the interviewing panel on all ASSU election candidates (Executive and Senate) before, during, and after the interview. These copies must reflect *the entirety* of all notes taken and may not be abridged or edited in any way. Any recordings of these interviews must also be submitted.
3. Any question banks used during interviews. Any notes taken during discussions to develop the interview questions must also be submitted in their entirety.
4. Any other materials that an objectively reasonable individual would find relevant to the questions and allegations presented in this letter.”

SOCC likely has digital copies of many if not all of these documents and *The Stanford Review* assumed it would be easy to send the information over. Therefore, we requested the information by 10:00 PM on Saturday April 11th. We also imposed this deadline because elections begin this week and we felt voters had a compelling interest in the information we requested, especially because the SOCC endorsement is very influential.

SOCC Responds at the Deadline

At 10:04 PM on Saturday, April 11th, *The Stanford Review* received the following message from SOCC (Exhibit B):

“We have received your request for information and are carefully considering your questions. However, you have asked a number of detailed questions and we will need a proportionate amount of time to answer them in full.”

The Stanford Review noted that SOCC’s response gave no inclination it planned to honor our request.

The Stanford Review Responds to SOCC

Shortly after receiving SOCC’s response, *The Stanford Review* sent another message to SOCC’s leadership (Exhibit C). The relevant portion is excerpted below:

“With respect to the Constitutional Council case, the time I file is not immediately important, as the ASSU will not see it until Monday morning. If you are able to provide the requested information before Monday morning, then I have no reason to file the case.”

As of this writing, we have not received any of the requested information from SOCC. Therefore, we feel compelled to file this case.

V. Argument

Article I, Section 7(1) of the ASSU Constitution states:

“All records of any Association entity must be available for scrutiny by the public with the exception of proprietary business information of Association businesses, financial records for non-funded accounts of organizations banking with the Association, Legal Counseling records, and personnel records of employees. Every other Association organ must allow access to records. This access must be open to all and subject only to administrative requirements to safeguard the information and to provide access in a timely, efficient manner.”⁴

A. The Freedom of Information clause applies to SOCC

The key question establishing the clause’s applicability to SOCC is whether SOCC is an “Association entity”.

What is the Association?

Article I, Section 2 defines the Association as “all registered students of Stanford University”. As all of SOCC’s membership organizations are Voluntary *Student* Organizations, there is no doubt that SOCC’s leadership is a part of the Association?

What is an Entity?

The word “entity” is not defined in the ASSU Constitution. There are a few possible definitions of the word:

1. Something that has separate and distinct existence and objective or conceptual reality
2. An organization (as a business or governmental unit) that has an identity separate from those of its members⁵

It is a fairly safe assumption to assume that those who drafted the Freedom of Information Clause did not intend for the clause to apply to individual students. This would expand students’ ability to request highly personal information from each other to an unprecedented level. Therefore, we can accept the second definition and assume that an “entity” refers to an “Association organization” that is separate from its students.

SOCC is an organization in the Association

Within the set of undergraduate students — defined by the Constitution as the Association —, every one of SOCC’s membership organizations is a Voluntary Student Group (VSO). Although SOCC is not a VSO, it is the manifestation of a collation of VSOs acting in their official capacity. SOCC’s website acknowledges it “is composed of the leadership from six umbrella organizations on campus representing students of color”.⁶

⁴ <http://assu.stanford.edu/wp-content/uploads/2014/08/ASSU-Constitution.pdf>

⁵ <http://www.merriam-webster.com/dictionary/entity>

⁶ <http://soccstanford.weebly.com/about.html>

B. What is the limiting principle?

Thus far, the ASSU's Freedom of Information clause has been used on the ASSU governing bodies and on many special fee groups to obtain their budgets. *The Stanford Review's* request to SOCC transcends this historical use to include internal student group records. We recognize this raises a slippery slope issue and reasonable people can disagree on where the outer bound of the clause should be placed. However, it is not the Constitutional Council's place to impose an artificial limit on a constitutional provision. The Council's job is to determine whether an act is constitutional, given the current rules. If the Freedom of Information clause's wording leads to undesirable consequences, then it is up to bodies beyond the Council to amend the Constitution accordingly.

If the Council does intend to discuss limiting principles on the Freedom of Information clause, then we believe our request falls well within any reasonable bounds. Five of these groups are asking for Special Fee dollars from the ASSU, and the documents in question refer to elections for positions in an ASSU legislative body. *The Stanford Review* firmly believes it is reasonable to ask endorsing groups for transparency on their internal processes, especially since these groups accept funds taken from student tuition dollars.

C. SOCC has not complied with the request in a timely manner

SOCC had two days to respond to the request, and was given an extension to respond on Sunday (see the exhibits for this correspondence). However, SOCC has not complied with this request. Exhibit B, SOCC's response to the Freedom of Information request, gave no indication they would respond to the request. Instead, they only acknowledged the request was received.

There is little precedent as to what constitutes a "timely, efficient manner". However, there are two key reasons why SOCC's delay renders it in violation of the constitutional timely requirement:

1. Voting begins Thursday at 12:00 AM and campaigning will likely be at its busiest before then. We believe voters have both a right to understand how SOCC decides endorsements and a right to know what its candidates had to agree to in a contract.
2. We made an assumption that there were digital copies of most if not all of the documents that could easily be sent over via email.

VI. Questions Presented to the Council

1. Are SOCC's membership organizations "Association entities" under Article I, Section 7(1) of the ASSU Constitution? We believe the answer to this question is in the affirmative for reasons described earlier in this petition.
2. Did SOCC's member VSOs violate the ASSU Constitution by not providing the requested information in a timely manner? We believe the answer to this question is also in the affirmative

for reasons described earlier in this petition. Therefore, we ask that the Council require SOCC to send all requested documents to *The Stanford Review* as quickly as possible.

Brandon Camhi will represent Petitioner in this case.

Exhibit A

Brandon Camhi
[REDACTED]

April 9, 2015

Dear Students of Color Coalition (SOCC) Member Organizations:

I am writing to you regarding allegations about the Students of Color Coalition (SOCC) endorsement process for the upcoming Associated Students of Stanford University (ASSU) election. Specifically, two allegations have been reported.

1. ASSU Undergraduate Senate candidate Molly Horwitz '16 was selected for a SOCC interview. During the interview, [REDACTED] allegedly asked Ms. Horwitz: "Given your strong Jewish identify, how would you handle divestment?" Ms. Horwitz claims that, after she asked for clarification, [REDACTED] referenced Ms. Horwitz's Jewish heritage — as disclosed in her application — and asked how this would affect her decision regarding divestment.

2. Multiple sources have reported that candidates endorsed by SOCC were required to sign a contract that conditioned the endorsement on adherence to certain terms. One of these terms allegedly prohibited association with certain communities and organizations on campus. Some sources have claimed specific groups such as the Jewish Students' Association (JSA) and/or the Stanford Israel Alliance (SIA) were explicitly enumerated in this contract; others allege that members of SOCC verbally elaborated on the non-association term by listing groups such as JSA.

I would like to extend you the opportunity to comment *on the record* on some or all of the questions below to ensure my perception of what occurred accounts for both parties' narratives:

Allegation One:

1. Are Ms. Horwitz's allegations an accurate representation of what occurred during her interview for the SOCC interview? If so, which ones (i.e. the initial question and/or the clarifying response regarding Ms. Horwitz's Jewish heritage)?
2. If Ms. Horwitz's allegations are correct, then why was the question asked?
3. If Ms. Horwitz's allegations are correct, then were Muslim and/or Palestinian candidates asked a similar question?
4. If Ms. Horwitz's allegations are incorrect, then what questions were asked during Ms. Horwitz's SOCC interview?
5. Was every candidate (both for the ASSU Executive and for the ASSU Senate) interviewed by SOCC explicitly asked about divestment?
6. If the answer to question five is in the affirmative, then how were the questions phrased? Did the type of divestment question(s) vary across candidates? If they did vary, what were the different questions and why were certain questions assigned to specific candidates?

7. If every candidate was asked about divestment, how many of these questions were the first time divestment was mentioned in the interview (as opposed to a candidate raising the issue *during the interview* and then SOCC asked a follow up question)?
8. If the answer to question five is in the negative, then how many (if any) candidates were asked about divestment? If some but not all were asked, then which factors did you use to determine which candidates were asked about divestment?
9. If the answer to question five is in the negative and some candidates were asked about divestment, then how were the questions phrased? Did the type of divestment question(s) vary across candidates? If they did vary, what were the different questions and why were certain questions assigned to specific candidates?
10. If only some candidates were asked about divestment, then how many of these questions were the first time divestment was mentioned in the interview (as opposed to a candidate raising the issue and then SOCC asked a follow up)?
11. We are aware the University is looking into this matter. What specific steps have you taken to cooperate with the University's investigation?
12. What are the major topics discussed during the SOCC interview? Of these specific topics, which is/are most important in determining whether a candidate will receive the SOCC endorsement.

Allegation Two:

1. Are candidates endorsed by SOCC required to sign contract(s)? If so, how many are they required to sign and what is written in each contract?
2. If the answer to question one is in the affirmative, then when are candidates required to sign contracts?
3. If the answer to question one is in the affirmative, then how long are candidates controlled by the contract(s)? More specifically, do candidates have to agree to any contractual terms that bind them while serving in office? If so, then what are these terms?
4. Is Allegation Two accurate? If the answer is in the affirmative, were Jewish groups (or organizations commonly associated with Judaism such as the Stanford Israel Alliance) listed on the contract, communicated orally, or both? If these groups were enumerated solely on the contract, then is this an exhaustive list? If Jewish groups were enumerated both orally and in the contract, then were all groups listed both orally and in the contract? If the answer is no, then which were listed in the contract but not shared orally and vice versa?
5. If Jewish groups were not listed either in writing or orally, then which groups, if any, are prohibited by SOCC's endorsement contracts? Why were these groups selected? Has this policy been in practice for previous election seasons? If so, for how many and has the composition of groups changed over time?
6. If these allegations are incorrect, what are the actual terms in SOCC's endorsement contract(s)?

For both allegations, please feel free to provide information that extends beyond the scope of these questions.

Finally, Article I, Section 7(1) of the ASSU Constitution states the ASSU's Freedom of Information policy. It states:

All records of any Association entity must be available for scrutiny by the public with the exception of proprietary business information of Association businesses, financial records for non-funded accounts of organizations banking with the Association, Legal Counseling records, and personnel records of employees. Every other Association organ must allow access to records. This access must be **open to all** and subject only to administrative requirements to safeguard the information and to provide access in a **timely, efficient manner**. [emphasis added]

This provision applies to SOCC because *all* of its member organizations are Voluntary Student Organizations (VSOs). VSOs are funded by and controlled by the ASSU, rendering them Association entities. VSOs act in their official capacities in SOCC; the SOCC website itself acknowledges it "is composed of the leadership from six umbrella organizations on campus representing students of color".¹ Therefore, this provision applies to SOCC because SOCC is one manifestation of VSO activity.

Under Article 1, Section 7 of the ASSU Constitution, I am requesting the following information:

1. All contract(s) signed by endorsed candidates: this/these contract(s) must be an exact copy of any signed by both ASSU Executive and ASSU Senate candidates. If there were multiple versions, then all versions must be submitted. To verify these versions, I am *also* requesting a digital or print copy of the contract *with* the signature of each candidate. Specifically, I am requesting a copy of the signed ASSU Executive contract *and* a copy of a signed ASSU Senate contract (one of the thirteen Senate contracts will suffice unless different Senators signed different contracts).
2. Copies of all notes taken by all members of the interviewing panel on all ASSU election candidates (Executive and Senate) before, during, and after the interview. These copies must reflect *the entirety* of all notes taken and may not be abridged or edited in any way. Any recordings of these interviews must also be submitted.
3. Any question banks used during interviews. Any notes taken during discussions to develop the interview questions must also be submitted in their entirety.
4. Any other materials that an objectively reasonable individual would find relevant to the questions and allegations presented in this letter.

Digital submissions are preferred. However, print copies of the relevant materials are also acceptable. Regardless of the submission type, none of these materials can be altered or withheld unless a specific exception in the ASSU Constitution allows the

¹ <http://soccstanford.weebly.com/about.html>

² http://www.oxforddictionaries.com/us/definition/american_english/employee

material to be withheld. These exceptions must be applied as narrowly as possible and, for every exclusion, please provide an explanation in writing that cites the *specific* exception in the ASSU Constitution you are using. Withholding a document because one or multiple part(s) of it is exempted under an exception will not be permitted; documents must be submitted with redactions if necessary.

Possible exceptions that would apply to a VSO are listed in Article I, Section 7 and include (exhaustive):

- Proprietary business information of Association businesses (e.g. Stanford Student Enterprises)
- Financial records for non-funded accounts of organizations banking with the Association
- Legal Counseling records
- Personnel records of employees. I should note that this exception does not cover the alleged contracts in question. Oxford's English Dictionary defines "employee" as "A person employed for wages or salary, especially at nonexecutive level."² Webster's Dictionary similarly establishes the need for a wage or contract.³ Both of these dictionaries are regarded as standard for the English language. Additionally, SOCC does not *employ* candidates; it *endorses* candidates that were already running for office. There is no mention on SOCC's website (as of this writing) of employment.

There is also an exception in the ASSU Constitution [Article I, Section 7(7)] that refers to closed meetings. It states:

The groups mentioned in Section 7(2) above may close a meeting to discuss a specific issue if and only if one of the following conditions is met:

1. [The body must discuss the appointment, the employment, the performance, or the dismissal of an Association member or employee who is neither the President, the Vice President, nor a member of an Association legislative body.]
2. The body must discuss pending litigation.
3. The body must discuss proprietary business practices.

The only condition that SOCC could possibly meet to have a closed meeting is Condition 1. However, SOCC interviews cannot possibly be a group mentioned in Section 7(2) of Article I because it refers to meetings in which "one or more Association legislators is acting in an official representative capacity". Section 7(1), which contains the main Freedom of Information provision cited earlier, is not bound by Section 7(2).

Failure to *respond to and to comply with* this request by 10:00 PM Pacific Time on Saturday, April 11th, 2015 will result in an immediate Constitutional Council case against all VSO organizations that are members of SOCC. This includes: the Asian American Students' Association (AASA), Black Student Union (BSU), Movimiento Estudiantil Chicano de Aztlan (MEChA) de Stanford; Muslim Student Awareness Network (MSAN),

² http://www.oxforddictionaries.com/us/definition/american_english/employee

³ <http://www.merriam-webster.com/dictionary/employee>

the National Association for the Advancement of Colored People (NAACP), and the Stanford American Indian Organization (SAIO).

I am looking forward to your prompt reply to this letter.

Best,

Brandon Camhi

Exhibit B

Stanford

Brandon Camhi

Letter for SOCC Leadership

SOCC <socc.app@gmail.com>
Reply-To: socc.app@gmail.com
To: Brandon Camhi

Sat, Apr 11, 2015 at 10:04 PM

Dear Brandon,

We have received your request for information and are carefully considering your questions. However, you have asked a number of detailed questions and we will need a proportionate amount of time to answer them in full.

Thank you,
Students of Color Coalition

[Quoted text hidden]

Stanford**Exhibit C**

Brandon Camhi

Letter for SOCC Leadership

Brandon Camhi

Sat, Apr 11, 2015 at 11:20 PM

To: "socc.app@gmail.com" <socc.app@gmail.com>

Dear SOCC Leadership:

Thank you for your attention to this matter. I do appreciate that these are not quick questions and that you'd like time to adequately respond. As I am sure you can understand, however, I do plan to release a story on this matter before voting begins and would appreciate any comment as soon as possible.

With respect to the Constitutional Council case, the time I file is not immediately important, as the ASSU will not see it until Monday morning. If you are able to provide the requested information before Monday morning, then I have no reason to file the case.

I also want to provide more detail on this story. I am trying to obtain both sides of the story before I publish. I am not looking to attack any individual members of SOCC leadership nor am I looking to attack any of SOCC's endorsed candidates. In this spirit, I do not plan to use individual names of SOCC leaders or members in my article, especially since I recognize it is not always possible to corroborate events that may have occurred during an interview. If you are unable to respond before a story is published, then I invite you to respond to any published story with clarifications or explanations, which I would be glad to incorporate in any coverage.

Best,
Brandon Camhi

[Quoted text hidden]