



June 12, 2015

VIA EMAIL

Dear Members of the Board of Trustees of the Rancho Santiago Community College District;
and Members of the Board of Directors of the Rancho Santiago Community College District
Foundation:

We write on behalf of the Zionist Organization of America (ZOA), the oldest and one of the largest pro-Israel organizations in the U.S., whose mission includes fighting anti-Semitism, including anti-Israelism, in schools and on college campuses. The ZOA was contacted about a 105 million dollar consulting contract that Rancho Santiago Community College District Foundation (RSCCDF) is reportedly entering into with two Saudi Arabia technical schools. We understand that an RSCCDF meeting is scheduled for today at which the contract will be considered and approved.

Based on the media reports, the contract under consideration has engendered an enormous amount of controversy for several reasons. First, RSCCDF negotiated the agreement without complying with California's open meeting law (a legal error which we understand RSCCDF tried to rectify after the fact). Second, the contract will likely cause Rancho Santiago Community College District (RSCCD) to not only tolerate, but also engage in conduct that violates the law, violates RSCCD's own policies, and offends our moral sensibilities against discrimination and bigotry. Finally, there is a serious legal question as to whether RSCCDF even has the authority to enter into this contract. RSCCD's "Board of Trustees has full legal authority and responsibility for the college district." (<https://www.rsccd.edu/Trustees/Pages/Board-Responsibilities.aspx>.) Thus, even if RSCCDF has some authority to approve the Saudi Arabia contract, the Board of Trustees of RSCCD still bears full authority and responsibility for the contract and its consequences.

We have copies of letters that the Anti-Defamation League (ADL) sent last month to Dr. Raul Rodriguez, Chancellor of RSCCD, and to Kristin Crellin, President of RSCCDF. The ADL raised legitimate questions about the legality and propriety of establishing a contractual relationship with entities in Saudi Arabia, a country rife with human rights abuses, a lack of respect or regard for basic freedoms, and heinous discrimination against Jews, Israelis, gays, women, and non-Muslims, among others.

As the ADL pointed out, Israeli citizens are banned from entering Saudi Arabia. If an individual has a passport that shows travel to Israel, he/she cannot enter the country. Even without any obvious connection to Israel, Jews have reported problems getting visas to travel to Saudi Arabia.

The public practice of any religion other than Islam is prohibited in Saudi Arabia. In fact, freedom of religion is not recognized or protected under the law, leaving Jews and other non-Muslims at serious risk. (<http://www.state.gov/j/drl/rls/irf/religiousfreedom/index.htm#wrapper>.)

In fact, Jews and Christians are unequal under the law in Saudi Arabia. If a court renders a judgment in favor of a plaintiff who is a Jewish or Christian male, the plaintiff is only entitled to receive 50 percent of the compensation a Muslim male would receive. (<http://www.state.gov/j/drl/rls/irf/religiousfreedom/index.htm#wrapper>.)

Homosexuality is punished with floggings, lashings and death, including by hanging and beheading, in Saudi Arabia. Women are prohibited from traveling, getting certain business licenses, and studying at colleges and universities without permission from their male guardians. Women cannot even drive. They must sit in separate, specially designated family sections, and frequently cannot eat in restaurants without such sections. Segregated education through university level is the norm. (<http://www.state.gov/j/drl/rls/hrrpt/humanrightsreport/#wrapper>.)

These are just a few of the many examples of Saudi Arabia's morally repugnant and reprehensible record on human rights. The notion that RSCCDF is actually planning to enter into a contractual arrangement with this country is troubling not only on moral grounds, but on legal grounds, too.

RSCCD's Board Policies prohibit discrimination based on religion, national origin, ethnicity, gender, race, and other classifications. (BP 3410.) Board Policies also require equal employment opportunity, prohibiting discrimination in all employment practices, including but not limited to recruitment and selection. (BP 3420.)

California law is equally strong against discrimination. Section 66252 of the state's Education Code provides that "California's postsecondary educational institutions have an **affirmative obligation** to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunity" [emphasis added].

Discrimination based on religion, ethnicity, nationality, race, gender and other protected classifications is prohibited under California law. (Education Code Section 66270.) According to Section 72011 of the Education Code, "[e]very community college district shall provide access to its services, classes, and programs without regard to" such characteristics as religion, ethnicity, nationality, race, gender, and sexual orientation.

Given the anti-discrimination policies and law which bind RSCCD and RSCCDF, it is incomprehensible that a contract with a human-rights-abusing country like Saudi Arabia could even be under consideration. Yet according to media reports, Chancellor Raul Rodriguez has downplayed the moral and legal problems that the contract would create for RSCCD and its trustees. In one media report, the Chancellor whitewashed RSCCD's association with Saudi Arabia's human rights abuses, actually claiming that by entering into this contract, RSCCD would not be endorsing Saudi Arabia's discriminatory practices.

That, quite simply, is not true. In fact, RSCCD would be doing far worse: It would be complicit in Saudi Arabia's discriminatory practices. The contract calls for RSCCD to provide the Saudi schools with a teacher training program, upgrades to the infrastructure of the Saudi schools, and an updated curriculum. That will require personnel provided by RSCCD, which no doubt will mean that Jews, Israelis, anyone with an Israeli stamp in their passports, women and gays, among others, will be excluded. Even Chancellor Rodriguez conceded that "it would be difficult" for Jews, Israelis and women to work at the contract sites in Saudi Arabia. "Compromises" would have to be made, according to the Chancellor. Indeed, we understand that at a public meeting, the Chancellor actually suggested that there were ways for individuals to avoid an Israeli stamp in their passports – in essence, encouraging travelers not to be truthful about their travel to Israel.

Compromises that violate laws and policies against discrimination cannot be tolerated. Compromises that look the other way when there is anti-Semitism, anti-Israelism, and other forms of bigotry cannot be tolerated. And compromises that are morally repugnant to us as Americans, who value human rights and freedoms, cannot be tolerated.

We respectfully urge members of the Board of RSCCDF to reject the contract with Saudi Arabia today. And because the Board of Trustees of RSCCD bears ultimate legal and moral responsibility and authority for approving or rejecting the contract, we respectfully urge the Board of Trustees to immediately inform the RSCCDF board that regardless of the position the board takes at today's meeting, the Board of Trustees is the final arbiter and will be rejecting the contract on legal and moral grounds.

Thank you for your consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Morton A. Klein", written over a horizontal line.

Morton A. Klein
National President

A handwritten signature in blue ink, appearing to read "Susan B. Tuchman", written over a horizontal line.

Susan B. Tuchman, Esq.
Director, Center for Law and Justice