

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".<sup>1</sup> 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

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

<sup>2</sup> [http://www.oxforddictionaries.com/us/definition/american\\_english/employee](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."<sup>2</sup> Webster's Dictionary similarly establishes the need for a wage or contract.<sup>3</sup> 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 11<sup>th</sup>, 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),

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<sup>2</sup> [http://www.oxforddictionaries.com/us/definition/american\\_english/employee](http://www.oxforddictionaries.com/us/definition/american_english/employee)

<sup>3</sup> <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