

THE CLAREMONT COLLEGES

For Immediate Release

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Last week the Claremont Courier published a letter from a faculty member at the Claremont School of Theology (CST) describing events which they say have led them to stay in Claremont. This letter contains several factual inaccuracies and misrepresentations about the interactions between CST and The Claremont Colleges (TCC). We believe the Claremont community has the right to know about the true nature of the activities and events that have transpired between the parties.

The first important fact to note is that the CST property was originally given to TCC by the Scripps family in 1925 as part of what would become The Claremont Colleges and with the intent of the land being used for institutions of higher learning. In 1957 leadership at CST and TCC negotiated an agreement in good faith that would allow for CST to relocate to Claremont **and** for the land to revert back to TCC's ownership at an agreed upon formula price should CST desire to leave. This agreement was updated and acknowledged several times by both parties between 1957 and the early 2000's. This legal agreement was not just found nor was it something CST was not aware of.

Beginning in 2015, CST approached TCC about selling the property to address its financial hardships. TCC was willing to go above and beyond the minimum requirements of the 1957 agreement and offered to purchase a portion of the property at a fair market value of \$14 million as well as to fund the desperately needed renovations of some CST housing facilities. CST's response to these offers of assistance was to sue TCC in an effort to invalidate an agreement which the institution had entered into in good faith in 1957 and that CST had affirmed in both 2001 and 2006. Simply put, CST did not want to be held to a legally binding agreement.

The litigation has been complex and taken several years but as noted in the Superior Court record ([Superior Court Decision](#)) TCC was the prevailing party of the original lawsuit; however, the details of the ruling did not provide a clear path forward. TCC appealed to the Court of Appeals for additional clarity in how to proceed. The Court of Appeals affirmed that the 1957 agreement is still valid ([Claremont I Appellate Opinion](#)) and based on CST's actions in attempting to sell the property, CST will be

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compelled to sell the property to TCC ([Claremont II Appellate Opinion](#)) at the price the parties agreed to in 1957. Litigation continues on the details of the eventual transfer of the property to TCC in accordance with previous Court rulings.

Throughout the five years of litigation TCC has repeatedly attempted to negotiate a settlement agreement that would help to address CST's financial difficulties and avoid litigation. Unfortunately, CST has repeatedly rebuffed those attempts.

The Claremont Colleges remain committed to protecting the legacy of the Scripps family and ensuring the land is used in a manner consistent with the higher education mission of The Claremont Colleges. While we recognize the financial difficulties of CST and understand their mounting challenges to remedy their circumstances, CST should not attempt to solve its longstanding problems at the expense of breaching a legal agreement after almost 60 years.

As invested members of the Claremont community for 134 years and firmly committed to our home, The Claremont Colleges feel duty bound to protecting the property entrusted to us for the benefit of our students, faculty and staff as well as the community.

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