

SPRING VALLEY • WESLEY HEIGHTS
Citizens Association
WASHINGTON, D.C.

June 9, 2017

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Re: Grievance filed by the Spring Valley – Wesley Heights
Citizens Association (“SV-WHCA”)

Dear Dr. Aw, Ms. Argo, Mr. Khalid, and Mr. Taylor:

SV-WHCA hereby submits this Grievance to the American University (“AU”) pursuant to Art. II, Step 1 of the Community Liaison Committee (“CLC”) Mediation Program Guidelines. Due to the recent retirement of Dr. Gail Hanson, AU’s vice president of campus life and chair of the CLC, we were advised by David Taylor, the AU President’s Chief of Staff and a member of the President’s cabinet, that Ms. Argo and Mr. Khalid were the designees for the receipt of communications relating to the CLC. Since this communication with Mr. Taylor, AU has indicated that Dr. Fanta Aw will chair the CLC on an interim basis as the interim vice president of campus life. So, this communication is also being directed to Dr. Aw as well as Mr. Taylor.

The basis of this Grievance is as follows:

1. Following the July 14, 2016 Zoning Commission Public Hearing (ZC 11-07F), Ms. Argo and Mr. Khalid contacted Thomas Smith, representing the Advisory Neighborhood Commission 3D, and Dr. Jeffrey Kraskin of SV-WHCA. That contact was a result of the Zoning Commission's direction that AU explore with neighbor representatives (who were official parties in Zoning Case No. 11-07F) issues concerning (a) an unexpected 10 percent spike in undergraduate enrollment since approval of the 2011 Campus Plan; (b) the on-campus housing requirement imposed in the 2011 Campus Plan that was intended to serve as a *de facto* "cap" on undergraduate enrollment and the University's inability to comply with those requirements; and (c) best practices to improve the operation and function of the community liaison structure. You asked that discussions with neighbor representatives be limited solely to Mr. Smith and Dr. Kraskin; however, at the request of Mr. Smith and Dr. Kraskin, Dennis Paul, President of Neighbors for a Livable Community (NLC), participated in some of these meetings, as his schedule allowed.

2. As AU represented to the Zoning Commission, "[AU] and representatives of SV-WHCA and ANC 3D spent dozens of hours meeting to discuss the issues raised at the public hearing in this case and in preparing and circulating drafts of an agreement between the parties."

3. AU then submitted to the Commission a copy of the Agreement reached by the "Applicant [AU], SV-WHCA, and ANC 3D (the 'Signatory Parties')" reflecting their agreement ". . . on a number of issues related to [AU's] undergraduate enrollment and housing requirements, and the operations of the CLC."

4. Although the Commission did not deem it necessary to include the CLC provisions into its Order, it did accept the terms of the settlement of the other issues reflected in that Agreement that were the subject matters of AU's request for relief from the approved 2011 Campus Plan. However, the Commission cited the "collaboration" that had taken place between AU and the parties in the zoning case as justification for approving AU's request for the modification sought dealing with the enrollment and housing requirement.

5. Having received the relief it needed from the Campus Plan with respect to Undergraduate Enrollment and Housing Requirements, AU has completely turned its back on the Agreement and has ignored both the terms and the spirit of the portions of the Agreement dealing with the "Neighborhood Collaborative," and in doing so, has undermined the objectives, operations, and effectiveness of the CLC as established in the Campus Plan Order.

6. The Neighborhood Collaborative was envisioned by the parties to be more flexible and more focused than the CLC. It was to address issues that have a direct impact on the residents immediately adjacent to the campus and its emphasis was on establishing direct dialogue between neighbors and AU, resulting in neighbors working directly with AU in joint problem solving. The membership of the Collaborative was specifically set out in the Agreement in three separate places; they were to be – at least initially – limited to the parties to the proceedings relating to the 2011 Campus Plan.

7. During months of negotiations by the parties, the parties considered how the Collaborative would be led, specifically whether the Collaborative would be “co-led” by an AU representative and a representative of one of the neighborhood organizations. The structure of the Collaborative was to be flexible enough to allow AU and neighbors to consult and agree on the agenda for each meeting and would alternate chairing the meetings. It was envisioned that the member or members that represented those residents most directly impacted by an agenda item would take the lead in the community’s presentation as to that issue. The parties to the Agreement agreed to formalize these procedures as part of the formal adoption of the Collaborative.

8. From the very beginning AU turned its back on the terms of the Agreement and usurped the process. Rather than engaging in a collaborative process with the parties to the Agreement to begin implementation of the Agreement, AU unilaterally retained professional “meeting facilitators” to organize the Collaborative and run the meetings establishing the operations of the Collaborative. AU justified this decision by saying it would insulate AU from any criticism by other members of the CLC who might object to the establishment of the Collaborative. Although the member organizations of the Collaborative were definitively and repeatedly set forth in the Agreement, AU, again unilaterally, invited parties to participate in the Collaborative who were not named in the Agreement.

9. When the SV-WHCA protested, AU ignored both its collaborative partner and the terms of its agreement. Instead, it insisted on going ahead with the initial meeting of the collaborative without the signatories to its agreement, with the unauthorized facilitators, and with the organizations that were neither signatories nor members in the Collaborative as specified in the Agreement.

10. In addition, AU has promulgated rules and procedures to govern the Collaborative, again without the participation or approval of SV-WHCA. Those rules and procedures are in direct contravention of the spirit and goals of the Collaborative as they were initially envisioned. Moreover, AU has refused to discuss future building projects affecting stakeholders represented by SV-WHCA unless SV-WHCA concurs with the operations and rules for the Collaborative established unilaterally by AU, even though those rules and procedures are contrary to the terms, spirit and intent of the Agreement. To so condition an opportunity to engage with AU on the very first fundamental issue to arise since the recognition of the need for the collaborative leads to the conclusion that AU never intended to undergo the give and take necessary to collaborate. All it really wanted was the appearance of collaboration sufficient to validate its already fixed decisions. AU and/or its "Facilitators" have unilaterally developed the agendas for the Collaborative.

11. It is unfortunate that AU has demonstrated its clear disregard for the concept of collaboration in its ironic failure to collaborate over differences of how the collaborative should be formed. The University’s “my way or the highway” approach is not only a breach of its Agreement but disrespectful of the other signatories to that Agreement.

12. The proposed new collaborative undermines the CLC. As now structured, the Collaborative is duplicative of the CLC, but also takes up broader campus planning issues that should include participation by all CLC members.

13. This concern was amply demonstrated at the June 3, 2017, CLC meeting. At that meeting, even though the Acting Vice President for Campus Life attended the meeting, she did not participate in it until the very end when she made one comment in anticipation of adjourning. Again, the management of the meeting was contrary to both the AU Campus Plan Zoning Order and the rules and regulations adopted to govern the CLC. Not only was the meeting chaired by a facilitator, but he cut off discussion as to critical issues to the neighborhood, apparently with the idea that they would be deferred to the meetings of the entity AU has dubbed the "Collaborative."

14. One of the issues as to which AU's meeting facilitator cut off discussion prematurely concerned AU construction projects. Such projects are a critical agenda item for the CLC, as specified in the Zoning Order and have been treated as such since the CLC's inception. Yet, the Facilitator's explanation for limiting discussion on these critical issues was that the projects will be described and discussed in this alternative "Collaborative," an undefined process. It clearly is not the Collaborative described to Zoning Commission and the subject of the Agreement between AU, ANC 3-D and the Spring Valley-Wesley Heights Citizens Association. Rather, this "Collaborative" is a body of AU's making with no roots or organizational legitimacy other than AU's unilateral fiat. In the description of the Collaborative provided at the June 3 meeting, there was a subtle shift in what this organization is to do compared to that which the Neighborhood Collaborative to be established pursuant in the Agreements would do. As originally envisioned, the purpose of the Neighborhood Collaborative was to provide a flexible framework in which neighbors directly affected by University issues could raise those issues with the University and work with the University collaboratively to develop a solution acceptable to both parties. Some of those issues are expected to include identifiable issues relating to activities contained in the proposed new campus plan that have a direct impact on identifiable neighbors. It appears that this new group may still fulfill that role but is also intended to be the primary working group for issues relating to the new campus plan as a whole. As such, it loses intimacy in return for exclusivity in providing feedback on the proposed campus plan.

15. The CLC has been open to all residents and, as led by the recently retired Vice President of Campus Life, welcomed participation by neighbors without regard to whether they were official representatives of the CLC member organizations; the so-called "Collaborative" has been structured to limit participation only to one representative of each community organization member and the ANC Commissioners. By attempting to short-circuit information exchange, discussion, and dialogue at the CLC over construction projects, including construction management, and then channel such discussions into the "Collaborative," AU is in effect working to limit its engagement with affected neighbors, limit neighbors' abilities to learn about new construction projects and engage with AU on efforts to mitigate impacts, and prevent residents from having input in the construction management process prior to Zoning Commission hearings. Moreover, for an organization to participate in the so-called collaborative, it must agree ahead of time to accept the decisions of the Collaborative. This is inconsistent with the

requirements imposed by the Zoning Commission in the 2012 Order for AU to engage in open and meaningful dialogue with its affected neighbors. This opens up the procedure by which AU could reach agreements with organizations with no interest in a particular issue as to that issue and force the affected neighbors to accept such a “consensus.” And, since meaningful discussion is limited to the “collaborative,” and the organization members are bound to agree to whatever the consensus may be, the issue would be moot before it ever got the CLC. Thus, the proposed neighborhood collaborative has been transitioned from a working group of neighbors impacted by the University and the University to address problems particularly significant to those neighbors into another means to cut off debate and isolate the community from the University’s proposals. The result of all this is simply another variation of pitting neighbor against neighbor.

16. The relief requested by SV-WHCA is amazingly simple: that the University agree to abide by the terms of the Agreement reached by the signatories and upon which the University obtained the relief it sought from the Zoning Commission. That includes, but is not limited to, discontinuation of the “facilitators;” direct dialogue between AU and the parties and other neighbors; a discussion of the use of co-chairs as considered during negotiations leading to the Agreement; a repeal of the rules and procedures adopted without the participation of all the signatories; and limitation of the members to those organizations set forth in the Agreement and any others mutually agreed upon and admitted pursuant to the Agreement.

On the basis of the foregoing, Spring Valley – Wesley Heights Citizens Association requests that American University designate a representative, in light of the vacancy in the office of Vice President of Campus Life, to convene and preside over a meeting to discuss the grievance with the aggrieved community organization consistent with the established CLC Mediation Program Guidelines, and that this representative have comparable or greater authority than that of the Vice President for Campus Life.

Respectfully submitted,

Spring Valley – Wesley Heights
Citizens Association

By: 

CERTIFICATE OF SERVICE

I, Jeffrey Kraskin, hereby certify that on this 9th day of June 2017 I have served the foregoing Protest on the following by email:

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And to the following Community Organizations:

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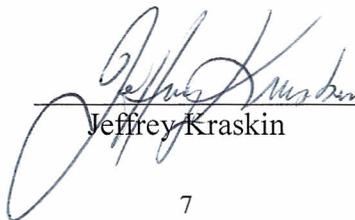
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Jeffrey Kraskin