

For Discussion Tonight: Spring-Valley Wesley Heights Citizens Association Grievance

- “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 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 other mutually agreed upon and admitted pursuant to the Agreement.” (June 9, 2017 SV-WHCA Grievance Letter to AU; page 5, no. 16)
- To facilitate what we hope to be a productive discussion, the following documents are attached 1) the referenced Agreement 2) the Collaborative Ground Rules, 3) Role of the CLC, Collaborative and Neighborhood Forum with Organizational/Relationship Chart and 4) CLC Mediation Guidelines.
- This is the University’s understanding of what SV-WHCA is requesting:
 - 1) The Collaborative should not be facilitated by a third party.
 - 2) The CLC and Collaborative should take up the issue as to whether they ought to have co-chairs.
 - 3) The “rules and procedures” of the Collaborative should be repealed:
 - there should be no restriction on the number of representatives from any one member organization that wishes to participate;
 - the Collaborative should be a “flexible framework” in which neighbors directly affected by the University can raise concerns and work informally with the University to develop solutions;
 - the rules as written require members to “agree ahead of time to accept the decisions of the Collaborative”.
 - 4) The Collaborative should be limited to the organizations set forth in the Agreement and a newly formed community group should not have been permitted to participate. (The Agreement states that the Collaborative will be composed of the following groups: SV-WHCA, NLC, Ft. Gaines, Westover Place, Tenley Campus Neighbors Assn., Tenley Neighbors Assn., representatives of ANC 3D and ANC 3E who represent neighbors immediately adjacent to the main campus, and any newly constituted groups that represent neighborhood immediately adjacent to the main campus).

- We have only a short period of time tonight to discuss these issues. We want to spend at least a few minutes addressing each item to hear SV-WHCA's concerns and determine where the rest of the CLC stands on these matters.
- In their last communication, SV-WHCA asked whether the University is "willing to discuss with an open mind the issues raised in the grievance and to change its position on the basis of those discussions at another CLC meeting."
- If there is a sense from the member organizations of the CLC and Collaborative that we need to make changes to the operating documents and/or structure of these groups, the University is open to explore such changes. Conversely, if there is a sense from the CLC and Collaborative that changes are unnecessary, we would respect these sentiments as well.
- Ultimately, any change to the operations of the CLC and/or the Collaborative should be driven by the community organizations that comprise the groups, keeping in mind that our collective mandate is to resolve problems, find common ground and reduce conflict.

Attachments

AGREEMENT

Pursuant to direction from the Zoning Commission of the District of Columbia, the undersigned parties met to discuss issues raised at the July 14, 2016 Commission hearing for Zoning Commission Case No. 11-07 F. As directed by the Commission, the groups discussed issues raised about undergraduate student enrollment, housing, and how the relationship between AU and its immediately adjacent neighbors could be enhanced. As a result of those discussions which began in July 2016 and continued through November 16, the undersigned parties reached agreement on a set of recommendations and conditions to be incorporated into Z.C. Case No. 11-07F that were submitted to the ZC on November 16, 2016. Since then, additional revisions have been made at the University's request and are reflected in this revised Agreement. The undersigned parties have agreed to the following modifications to the conditions of approval of American University's 2011 Campus Plan (effective May 17, 2012 – May 16, 2022). The undersigned parties request that the Zoning Commission incorporate these recommendations into the conditions of approval of Zoning Commission Case No. 11-07F. The parties recognize that this Agreement is not perfect and it does not resolve all issues raised at the July 14, 2016 hearing. However, it puts in place mechanisms and procedures and creates opportunities to achieve the objectives of both AU and the community in testimony provided at the July 14 Commission hearing.

Modification to Community Liaison Committee ("CLC")

Issues were raised at the July 14 Zoning Commission that the structure and operations of the Community Liaison Committee (CLC) did not facilitate effective dialogue between AU and its immediately adjacent neighbors or work to achieve timely resolution of concerns from neighbors living immediately adjacent to the main campus. The undersigned parties discussed several ways to enhance the CLC's operations, including designating a representative of residents living immediately adjacent to the main campus to serve as a co-chair of the CLC and other operational changes. However, feedback from other members of the CLC – who were not parties to this case – suggests that more discussion would be appropriate. Therefore, in the spirit of providing a more consensus based approach to assess the operations of the CLC, AU agrees to convene meetings of the CLC in 2017 to assess the operations and how the CLC's operations and structure can be enhanced so as to meet the objectives of the Commission when it approved the establishment of the CLC as part of the Campus Plan.

American University Undergraduate Enrollment and Housing Requirements

The parties acknowledge that in 2011, when the Zoning Commission was reviewing American University's student enrollment projections for the period from 2011 – 2021, American University anticipated minimal growth in the undergraduate population and strong growth in both graduate and law programs.¹ However, the university now acknowledges that projected

¹ 18% growth in Master's programs; 9% growth in Doctoral programs; 9% growth in the Law School; and 3% growth in undergraduate admissions.

increases in graduate programs have not occurred, and, in some cases have experienced significant declines. While not unique to AU, the forecasted demand for a number of specific programs of study did not materialize.

American University indicates it is highly tuition dependent and in order to maintain financial stability must manage its enrollment accordingly. In order to maintain AU's financial stability, according to administrators AU increased the undergraduate enrollment to account for the decreases in graduate and law programs. AU acknowledges that some neighbors have expressed concern over the potential impacts of increased undergraduate enrollment, especially for residents living immediately adjacent to the main campus.

Based on this information, the undersigned parties agree to the following:

- American University will continue to count up to 200 off-campus master-leased beds (such as the Berkshire apartments) towards the number of beds that it is required to have available for full time undergraduate students for the remainder of the 2011 Campus Plan.
- American University will continue to count up to 330 on-campus triples in the calculation of the number of beds that it is required to have available for full time undergraduate students for the remainder of the 2011 Campus Plan.
- American University will not pursue a Further Processing application for development of the South Hall residential building during the remainder of the 2011 Campus Plan.
- The university, through the newly formed Neighborhood Collaborative, will discuss and explore sites for future housing development prior to the next campus plan, and/or before submitting any amendment for additional housing to the 2011 Campus Plan.
- The university, through the newly formed Neighborhood Collaborative, will monitor and address any objectionable impacts attributable to increased student enrollment and increases in university staff, and/or faculty.
- The undersigned parties recognize that there may be a need to discuss the issue of an undergraduate enrollment cap further. Nothing in this Agreement precludes the parties from advocating for or opposing such a cap in the future.

Attached to this Agreement is an updated version of the 2011 Campus Plan Housing Summary and Projections chart (earlier versions of this chart were presented to the Zoning Commission during the Campus Plan hearing process (ZC Case No. 11-07) and the current modification application (ZC Case No. 11-07F)). The highlighted portions of the attached chart identify the issues noted in the bullet points above.

Creation of a Neighborhood Collaborative

AU recognizes the benefit of more routine dialogue with neighbors who live immediately adjacent to the university to address day-to-day issues related to university operations that affect the community. AU will convene a Neighborhood Collaborative that will meet on an as needed basis but no less than quarterly beginning 60 days from the Zoning Commission Order. The Neighborhood Collaborative reserves the right to change its meeting schedule. The mission of the Neighborhood Collaborative would specifically be intended to address issues of concern from neighbors who live immediately adjacent to the main campus. The Neighborhood Collaborative will be expected to address at a minimum issues related to enrollment, student housing, facilities planning, parking, transportation, student conduct as well as other matters that may assist in planning for the next campus plan. The work of the Neighborhood Collaborative will be shared with the Community Liaison Committee ("CLC") at its regularly scheduled quarterly meetings and/or through the CLC list serve.

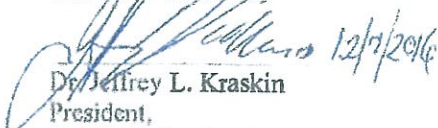
Based on these understandings, the undersigned parties agree to the following:

- The Neighborhood Collaborative will be composed of representatives from Spring Valley Wesley Heights Citizens Association, Neighbors for a Livable Community, Fort Gaines Citizens Association, Westover Place Homes Corporation, Tenley Campus Neighbors Association, Tenley Neighbors Association and representatives of ANC 3D and ANC 3E who represent neighborhoods immediately adjacent to the main campus, to the extent they wish to participate. Community organizations within the Collaborative may change from time to time as newly constituted groups emerge that represent neighborhoods immediately adjacent to the main campus or as such current groups cease to exist. The Neighborhood Collaborative is expected to address the issues referenced above.

SIGNATURES OF PARTIES TO THE AGREEMENT



Linda Aygo
Assistant Vice President,
External Relations and Auxiliary Services
American University



Dr. Jeffrey L. Kraskin
President,
Spring Valley Wesley Heights Citizens Association



Tom Smith
Chairperson,
ANC 3D

American University Neighborhood Collaborative
Protocols and Ground Rules
May 15, 2017

ROLES & RESPONSIBILITIES

1. Mission.

The mission of the American University Neighborhood Collaborative is to:

- a. Conduct routine dialogue with neighbors who live immediately adjacent to the university to address day-to-day issues related to university operations that affect the community” and seek to resolve issues related to “enrollment, student housing, facilities planning, parking, transportation, student conduct as well as other matters that may assist in planning for the next campus plan.”
- b. Reach consensus based decisions* to support the implementation of and modifications to the 2011 campus plan and development of a 2021 campus plan by providing a collegial forum for discussion, information sharing and problem-solving.

2. Composition and Meetings.

- a. Members of the Neighborhood Collaborative are the designated representatives of parties to the American University Campus Plan based on the Zoning Commission party status application criteria and will include representatives of the University. The parties are: Spring Valley Wesley Heights Citizens Association, Neighbors for a Livable Community, Fort Gaines Citizens Association, Westover Place Homes Corporation, Tenley Campus Neighbors Association, Tenley Neighbors Association, and Commissioners of ANC 3D01, ANC 3D02, ANC 3D03, ANC 3D07, ANC 3D10, ANC 3E01, ANC 3E02, and ANC 3E05 who represent neighborhoods immediately adjacent to the main campus, to the extent they wish to participate. Also included is the Spring Valley Neighborhood Association. Neighborhood Collaborative membership is also open to newly constituted groups that represent neighborhoods immediately adjacent to the main campus. The AU “main campus” referenced is inclusive of East Campus, Tenley Campus and Main Campus.
- b. The Neighborhood Collaborative will be composed of one representative of each of the parties listed above including Commissioners of ANC 3D01, ANC 3D02, ANC 3D03, ANC 3D07, ANC 3D10, ANC 3E01, ANC 3E02, and ANC 3E05 and any newly constituted groups who represent neighborhoods immediately adjacent to the main campus. Neighborhood Collaborative membership is by the named member, without substitutions from meeting to meeting. Membership will be re-evaluated and potentially modified for the coming year at the January Neighborhood Collaborative meetings based on participation.
- c. Convenes four times per year (July 2017, October 2017, January 2018, April 2018). Additionally the Co-Chairs can convene an unscheduled Neighborhood Collaborative meeting.
- d. The Neighborhood Collaborative will have two Co-Chairs one representing the community and one representing the University.
- e. Additional representatives from the University and Community may be invited to participate in the Neighborhood Collaborative from time to time.
- f. Working groups will be created as needed at the direction of the Neighborhood Collaborative.

GROUND RULES

- i. Neighborhood Collaborative members will engage in facilitated discussion, which allows for the voicing of different opinions and holds everyone in the room responsible for a successful collaborative process to the maximum extent possible.
- ii. Neighborhood Collaborative members participate as representatives of their organizations. Members will take care to delineate their personal views from organizational interests in Neighborhood Collaborative deliberations.
- iii. When speaking with others outside the Neighborhood Collaborative (such as the media), Neighborhood Collaborative members should indicate that they are not speaking on behalf of the Neighborhood Collaborative and present only the views of their organizations or their personal views, as the case may be. Members will conscientiously refrain from expressing, characterizing, quoting or judging the views of others. The Neighborhood Collaborative Co-Chairs, by agreement between them, may speak from time to time on behalf of the Neighborhood Collaborative.
- iv. Each member of the Neighborhood Collaborative takes responsibility for attending regularly scheduled meetings, reading distributed materials, and promoting the overall success of the Neighborhood Collaborative.
- v. Each member of the Neighborhood Collaborative agrees to reach decisions by consensus to the maximum extent possible with the guidance of the Co-chairs and impartial facilitation.
- vi. Neighborhood Collaborative members will be aware of the limited time in the meetings and will therefore express themselves succinctly to allow time for others to share their thoughts and opinions.
- vii. Neighborhood Collaborative members agree to accept impartial facilitation by Justice & Sustainability Associates, LLC to promote consensus-based decisions and to accept staff support from American University.

*Consensus-based decision: "Consensus decision-making is a group decision making process that seeks the consent of all participants. Consensus may be defined professionally as an acceptable resolution, one that can be supported, even if not the "favourite" of each individual. Consensus is defined by Merriam-Webster as, first, general agreement, and second, group solidarity of belief or sentiment. It has its origin in the Latin word *cōnsēnsus* (agreement), which is from *cōnsentiō* meaning literally *feel together*.^[1] It is used to describe both the decision and the process of reaching a decision. Consensus decision-making is thus concerned with the process of deliberating and finalizing a decision, and the social and political effects of using this process.

Role of the CLC, Neighborhood Collaborative and Neighborhood Forum

Community Liaison Committee (“CLC”)

The purpose of CLC is to:

- Foster positive relations between AU and its neighbors
- Provide a regular forum for the exchange of information about university activities that may affect communities surrounding AU
- Report on the university’s compliance with provisions of the 2012 Zoning Commission Order 11-07
- Attempt to resolve issues that are in dispute between the university and its neighbors
- Membership is comprised of representatives from the university and the following community organizations: ANC 3D, 3E, 3F, Embassy Park Neighbors Association, Foxhall East Condominium, Fort Gaines Citizens Association, Greenbrier Condominium, McLean Gardens Condominium Association, Neighbors for a Livable Community, Spring Valley-Wesley Heights Citizens Association, Sutton Place Condominium Association, Sutton Towers Condominium Associations, Tenley Campus Neighbors Association, Tenley Neighbors Association, Tenleytown Historical Society, Ward 3 Vision, Westover Place Homeowners Association

Neighborhood Collaborative (“Collaborative”)

The purpose of the Collaborative is to:

- Address issues of concern from neighbors who live immediately adjacent to AU’s main campus, including enrollment, student housing, facilities planning, parking, transportation, and student conduct
- Promote consensus-based decisions to support the implementation of the 2011 Campus Plan and development of a 2021 Campus Plan by providing a collegial forum for discussion, information sharing and problem solving
- The work of the Collaborative will be shared at the CLC during regularly scheduled quarterly meetings and/or through the CLC listserv
- Membership is comprised of representatives from the university and the following community organizations: Spring Valley-Wesley Heights Citizens Association, Neighbors for a Livable Community, Fort Gaines Citizens Association, Westover Place Homes Corporation, Tenley Campus Neighborhood Association, Tenley Neighbors Association, Spring Valley Neighborhood Association and representatives of ANC3D and ANC3E who represent neighborhoods immediately adjacent to the main campus

Neighborhood Forum (“Forum”)

The purpose of the Forum is to:

- Provide all neighbors who live around American University with the information and tools needed to build capacity to successfully understand and navigate campus planning processes
- Serve as a space for neighbors to get to know each other and build relationships with one another - its purpose is educational and relationship-building
- Sponsored solely by Justice & Sustainability Associates (JSA); AU does not inform the structure/programming of the Forum

Community Liaison Committee
- Required Reports
+ Advisory Group Reports
+ Good of the Order

Neighborhood Collaborative
(AU & Neighborhood
Co-Chairs)

Neighborhood Forum

*Transportation & Parking
Working Group*
(Neighborhood & AU Co-Chairs)

*Facilities Planning
Working Group*
(AU & Neighborhood Co-Chairs)

*Student Conduct
Working Group*
(AU & Neighborhood Co-Chairs)

Data & Metrics Working Group
(AU & Neighborhood Co-Chairs)

- resolution of the conflict in a fair and respectful manner;
- helping the parties to understand each other's perspective on the issues in dispute; and
- improving the relationship between the University and the community.

In advance of the mediation the parties must designate participants with authority to resolve the dispute on their behalf. It is recognized that the parties may need to obtain final approval for a resolution from their respective Boards or governing bodies. Each side may bring a maximum of four people to mediation, unless the mediator deems that additional participants are needed or beneficial for all or part of a session.

V. Timeliness

Mediators will be asked to make reasonable efforts to commence mediation within two weeks of accepting a case. Where feasible the mediator and the parties will seek to complete the mediation within 60 days after the case is referred to the mediator by the parties. However, it is recognized that the parties may need more time to prepare and present their case, and the mediators will adjust the schedule for this purpose. Either party may voluntarily decline additional mediation, after participating in good faith in at least one mediation session. The mediator will exercise his or her professional judgment, and will have full discretion to determine the format of all sessions and how many mediation sessions are needed for a productive process. The mediator may terminate mediation at any point after the first session, if in his or her judgment further mediation would not be fruitful.

VI. Conduct of the Mediators

Mediators are expected to adhere to the American Bar Association Model Standards of Conduct for Mediators.

VII. Reporting

The University has a responsibility to obtain information about mediation sessions to ensure the quality of referrals for dispute resolution. Accordingly, at the conclusion of the mediation, outcome surveys may be given to all mediation session participants, including the mediators. Participation in the survey is voluntary for the mediating parties, but timely participation is required of contracted mediators. All information will be shared with the Community Liaison Committee.

VIII. Effective Date

These guidelines are effective 03/19 /2013.