

David Howard
928 Taylor Ave.
Alameda, CA 94501
510-673-0998

April 7, 2008

Board of Education
Alameda Unified School District
2200 Central Avenue
Alameda, CA 94501

Dear members of the Board of Education,

I am writing to you to request **a hearing on the matter of a complaint** that I filed with Alameda Unified School District on March 31. I have copied the materials pertinent to the complaint.

My concern centers around the administration's interpretation of the reporting requirements in the November 12, 1991 CIC-AUSD agreement regarding redevelopment pass-through funds. My lay-person reading of the very simple language in the agreement tells me that each year AUSD is required to file a report on the District Housing Fund, regardless of whether or not monies were disbursed.

You can see the entire agreement here: <http://www.actionalameda.org/Media/1991-cic-ausd-agreement.pdf>

Section 1 of the 1991 CIC-AUSD agreement states:

"g. "Settlement Agreement" means the Settlement Agreement entered into between Clayton Guyton and Modessa Henderson and the City of Alameda executed by the City of Alameda on April 25, 1990, attached hereto as Exhibit A and incorporated herein by reference."

Section 3 b. of the 1991 CIC-AUSD agreement states: "The District shall prepare an annual report on the District Housing Fund in accordance with the provisions of Section VII of the Settlement Agreement."

It is clear that Section 3 b. refers to Section VII of the Guyton Settlement agreement, and not to Section VII of the 1991 CIC-AUSD agreement.

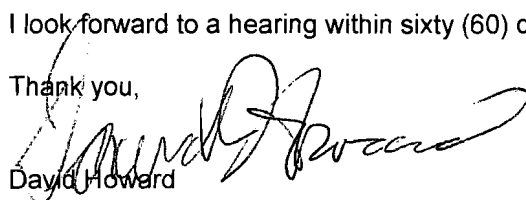
The school district is incorrectly interpreting Section 3 b. to refer to Section VII of the 1991 CIC-AUSD agreement, and using that as an explanation for having no annual reports to provide.

This is extremely important, because it looks as if without this report, there is no record whatsoever of these funds within AUSD's filing system or bookkeeping and no AUSD institutional memory of these accounts to transfer to successive administrations. As you already know, the CIC maintains the fund for AUSD on the City of Alameda's books – it doesn't show up on AUSD's books. The problem has already manifested – although nobody will admit it, I sense that the existence of the District Housing Fund and the District Capital Outlay fund came as a surprise to many people within AUSD when I brought it to public attention. There needs to be an ongoing mechanism within AUSD for reporting and tracking of both of these funds, lest they get raided and taken away by the City of Alameda.

I look forward to a hearing within sixty (60) days from March 31st.

Thank you,

David Howard





Alameda Unified School District

To: David Howard
From: Luz T. Cázares, Chief Financial Officer
Alameda Unified School District
Date: April 2, 2008
Re: District Housing Fund Reports

The agreement dated November 12, 1991 between the Community Improvement Commission (CIC) and the Alameda Unified School District (AUSD) stipulates that the AUSD will prepare an annual report on the District Housing Fund in accordance with the provisions of Section VII. Section VII further stipulates that within five months after the end of each fiscal year in which monies have been disbursed, the AUSD shall provide the CIC with a report on the status and use of the District Housing funds.

As of the fiscal year ending June 30, 2007, the CIC has not disbursed monies from the District Housing Fund to the AUSD.

Thank you for your inquiry.

CC
File

PURPOSE: To ensure implementation of a uniform system of processing complaints of unlawful discrimination and alleged violations of federal or state laws or regulations for those activities or programs specified in Title 5, California Code of Regulations Section 4610(b)

01-17-2023
 1:04
Alameda Unified School District
Flow Chart of Uniform Complaint Procedures

Step 1 – Informal Resolution

<p>Complainant fills out form or verbally contacts school principal to seek resolution of any problem. If complaint is unresolved, PROCEED TO NEXT STEP.</p>	<p>IF COMPLAINT IS RESOLVED, PROCESS STOPS HERE</p>
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Step 2 – Formal Complaint Procedure 60 Day Process

<p>The complainant shall file a written complaint with the designated compliance officer. The designated compliance officer, in cooperation with the program administrator and the principal shall investigate the complaint and provide an opportunity within five (5) days of receiving the complaint from the complainant or the complainant's representatives or both, and the District's representatives to present evidence relevant to the complaint, including an opportunity to question the parties involved.</p>	<p>AUSD Compliance Officer: Debbie Wong Assistant Superintendent 2200 Central Avenue, Room 203E Alameda, CA 94501 (510) 337-7033</p> <p style="text-align: center;">5 DAYS</p>
<p>Within thirty (30) days of receiving the complaint, the District's compliance officer in cooperation with the program administrator, and the principal, shall prepare and send to the complainant a written report summarizing the findings and disposition of the complaint, including corrective actions if any, the rationale for such disposition, notice of the complainant's right to appeal such decision, to the Alameda Unified School District Board of Education within 5 calendar days. The report will also include the requirement that an appeal to the Department of Education must be made within 15 days of the receipt of the final report.</p>	<p style="text-align: center;">IF COMPLAINANT IS SATISFIED, PROCESS STOPS HERE</p> <p style="text-align: center;">30 DAYS</p>
<p>If complainant is dissatisfied with the compliance officer's written response, he/she may file within five (5) calendar days of receipt of the written report, his/her complaint with the Board of Education in writing.</p>	<p style="text-align: center;">5 DAYS</p>
<p>The Board of Education may consider the matter at its next regularly scheduled Board meeting or at a special meeting convened to meet the sixty- (60) day time limit within which the complaint must be answered. If the Board decides not to hear the complaint, the compliance officer's decision shall be final. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within sixty (60) calendar days of receipt of the initial complaint unless the complainant agrees in writing to extend the sixty (60) day deadline. IF COMPLAINANT IS DISSATISFIED, PROCEED TO NEXT STEP.</p>	<p style="text-align: center;">IF COMPLAINANT IS SATISFIED, PROCESS STOPS HERE</p> <p style="text-align: center;">20 DAYS</p>

Step 3 – Appeal to California Department of Education

<p>If a complainant is dissatisfied with the resolution of his/her complaint by the Governing Board, he/she may appeal, in writing to the State Department of Education within fifteen (15) days of complainant's receipt of the District's final written report.</p>	<p>The complainant must specify reason(s) for appealing the District's decision and must include a copy of the locally filed complaint and District's decision</p>
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Outside Resolution

No part of this policy precludes a complainant from pursuing civil law remedies outside of the District's administrative procedures at the complainant's own expense. Such remedies may include mediation centers, public/private interest attorneys, injunctions, restraining orders, etc. The Board recognizes that a neutral mediator can often suggest an early compromise or resolution that is agreeable to all parties in the dispute. The Superintendent shall ensure that the mediation results are consistent with state and federal laws and regulations. For discrimination complaints a complainant must wait until sixty (60) days has elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies.

**DO NOT ISSUE THIS FORM
WITHOUT ATTACHMENT**

COMPLAINT FORM
Equal Employment Opportunity Employer

TO: Debbie Wong, Assistant Superintendent,
Compliance Officer

FROM: DAVID HOWARD
(Filing Name)

Date of event leading to complaint: March 2, 2008

928 TAYLOR AVE
(Address)

Position/Title of person filing form:

- Parent/Guardian
- Student
- Faculty/Staff
- Administrator
- Other (Specify)

ALAMEDA, CA
(City/Zip Code)

510 - 673 - 0998
(Area Code/Phone Number)

Name of person(s) or program against whom complaint is made: ARDELLA DAILY

School Department SUPERINTENDANT

I believe the following violation of state or federal laws or statutes has occurred:

- Sexual Harassment – Students (BP/AR 5145.7)
- Complaint against Employee (BP/AR 1312.1)
- Discrimination (BP 1312.3 (a))
- Curriculum/Materials (BP/AR 1312.2)
- Consolidated Programs (BP/AR 1312.3)

Other Specify CALIFORNIA PUBLIC RECORDS ACT (CPRA)

Nature of Complaint:

1. Describe in your own words the grounds for your complaint, including all names, dates, and places necessary for a complete understanding of your complaint.
2. Describe what steps have been taken to resolve the complaint.
3. What is your proposed resolution to the complaint?

SEE ATTACHED - NO RESPONSE TO MY RECORDS REQUEST
FROM MARCH 2/2008 TO MARCH 31/2008
CPRA SAYS YOU MUST RESPOND UNLESS THERE IS A LAWFUL
REASON TO WITHHOLD RECORDS

(Please use page 2 and additional pages if necessary, to describe your complaint more fully)



- [AUSD Home](#)
- [What's New for 2008?](#)
- [Alameda Unified School District Board of Education](#)
- [Contact Us](#)
- [Language Study](#)
- [Library](#)
- [Parent Departments](#)
- [District Email Logins](#)
- [Employment](#)
- [Financial Budget](#)
- [Food Allergy](#)
- [Lunch and Options](#)
- [Kindergarten 2008 Enrollment Info](#)
- [Parent Notification](#)
- [Purchase School Books](#)
- [State Boundary Map](#)
- [State of Funds](#)
- [District Websites](#)
- [Student/Parent's Feedback Process](#)
- [Support Alameda Schools](#)
- [Sitemap](#)
- [Website Policy](#)

Sun, Mar 2, 2008

[Contact Us](#)

Questions regarding schools, programs, and events may be directed to the Office of Communications and Community Relations.

Your message has been sent

The following information was submitted:

Name : David Howard
 Email : mowster@sbcglobal.net
 Address : 928 Taylor Ave
 City : Alameda
 State : CA
 Zip : 94501
 Phone : 510-673-0998
 Comments : <http://www.actionalameda.org/Media/1991-cic-ausd-agreement.pdf>

The agreement dated Nov. 12, 1991 between the Community Improvement Commission of Alameda, and the Alameda Unified School District, states, in "Agreements" Section 3, Item b) that "The District shall prepare an annual report on the District Housing Fund in accordance with the provisions of Section VII of the Settlement Agreement."

o I would like to get copies of that report for the years, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006 and 2007.

Also, the same agreement states, in "Agreements" Section 7, item g) that "Within five (5) months after the end of each fiscal year in which monies have been disbursed from the District Housing Fund to the District, the District shall provide the CIC with a report on the status and use of the District Housing Fund monies disbursed to the District..."

o I would like to get a copy of any and all instances of that report for the years, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006 and 2007.

Thank you.

Date & Time Sent: March 2, 2008 - 9:05:41 pm PST
 Mail Originated From: adsl-70-137-166-149.dsl.snfc21.sbcglobal.net
 (70.137.166.149)

< Return to form

including, but not limited to, filing a suit, and the CIC recognizes this as good and legal consideration.

Agreements

THE CIC AND THE DISTRICT HEREBY AGREE AS FOLLOWS:

Section 1. For the purposes of this Agreement, the following terms shall have the following meanings:

- a. "Community Redevelopment Law" means the California Community Redevelopment Law as set forth in California Health and Safety Code Section 33000 et seq.
- b. "Final EIR" means the Draft Environmental Impact Report on the Plan and the comments and responses thereto.
- c. "Ordinance" means Ordinance No. 2559 adopted by the City Council on June 18, 1991, approving and adopting the Plan.
- d. "Project" means the Business and Waterfront Improvement Project.
- e. "Project Area" means the land area within the boundaries of the Project as shown and described in the Plan.
- f. "Plan" means the Community Improvement Plan for the Business and Waterfront Improvement Project.
- g. "Settlement Agreement" means the Settlement Agreement entered into between Clayton Guyton and Modessa Henderson and the City of Alameda executed by the City of Alameda on April 25, 1990, attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Subject to the conditions, modifications and limitations set forth in Sections 3, 4, 5, 6 and 8, and after the CIC has set aside any monies annually required to be set aside for the purposes of increasing and improving the supply of low- and moderate-income housing pursuant to Section 33334.2 of the Health and Safety Code, the CIC agrees during the life of the Plan to annually deposit an amount equal to four percent (4%) of the Tax Increments in a special fund of the CIC (the "District Capital Outlay Fund") for use by the District for projects which meet the requirements of the Community Redevelopment Law.

The District agrees that the CIC may defer the annual amounts to be deposited in the District Capital Outlay Fund for the first seven (7) fiscal years (July 1 through June 30) in which the CIC receives Tax Increments (the "Deferral Period"). The total amount deferred during the Deferral Period, plus simple interest on the deferred amount at a rate

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of seven percent (7%) per annum shall be deposited in the District Capital Outlay Fund in ten (10) annual equal installments (the "Deferral Payments") commencing with the first fiscal year following the Deferral Period. Commencing on the first fiscal year following the Deferral Period, interest on the unpaid balance of the principal of the amount deferred during the Deferral Period shall accrue at the simple interest rate of five percent (5%) per annum, and shall be payable to the District in ten (10) equal installments with the above Deferral Payments.

Section 3. The CIC agrees to deposit in a special fund of the CIC an amount equal to eight percent (8%) of the Tax Increments for use by the District for increasing and improving the supply of low- or moderate-income housing (the "District Housing Fund"). The District's use of the monies in the District Housing Fund shall be subject to and in accordance with the terms of this Agreement, the Settlement Agreement, the City's Housing Element of the General Plan, and all the requirements in the Community Redevelopment Law applicable to the CIC's low- and moderate-income housing fund established pursuant to Section 33334.3. The District Housing Fund may be used primarily for low- and moderate-income District employees provided the District has determined that such priority use is in accordance with this Agreement, all applicable terms and conditions of the Settlement Agreement and all laws. In addition and notwithstanding the other provisions in this Agreement pertaining to the District Housing Fund, until such time as the City of Alameda has met its share of the regional housing need as determined by the Association of Bay Area Governments for low- and very low-income housing for the period ending April 1, 1995, the District's use of the District Housing Fund shall be subject to the Settlement Agreement.

a. Any funds that are repaid to the District from District Housing Funds expended for low-income and very low-income housing during the period the Settlement Agreement is in effect shall be used only for low-income and very low-income housing (and to the extent permitted by law, at least 50 percent shall be used for very low-income housing) for the life of the Plan.

→ b. The District shall prepare an annual report on the District Housing Fund in accordance with the provisions of Section VII of the Settlement Agreement.

In the event the establishment of the District Housing Fund is challenged and invalidated, the CIC's annual deposit of funds into the District Capital Outlay Fund in Section 2 hereof shall be increased from four percent (4%) of the Tax Increments to six and one-quarter percent (6.25%) of the Tax Increments, commencing with the date of the invalidation.

*D.K.
not
challenge*

recordation of covenants or restrictions against the applicable property which run with the land.

→ g. Within five (5) months after the end of each fiscal year in which monies have been disbursed from the District Housing Fund to the District, the District shall provide the CIC with a report on the status and use of the District Housing Fund monies disbursed to the District in compliance with the applicable requirements of Section 33080.4 of the Community Redevelopment Law. This will enable the CIC to include this information within its annual report to be filed with the Controller within six (6) months after the end of the CIC's fiscal year pursuant to Section 33080 of the Community Redevelopment Law.

h. At the end of forty (40) years, or any longer period of time required by Section 33334.3 pursuant to Section 7(f), the District shall have no further obligation to the CIC and/or the City to maintain the capital acquisitions made through the District Housing Fund and the use and disposition of all remaining assets, acquisitions (real and personal), and improvements shall be subject to the sole discretion of the governing board of the District to use, lease, or dispose of as it deems to be in the best interests of the District.

i. The District shall have the sole and absolute right to implement with the requirements of this section in any legal manner, including, but not limited to, the right and power to enter into agreements with other public or private entities, including but not limited to non-profit corporations or joint powers agencies. However, no agreement shall, or shall be deemed to, relieve the District of any obligation or requirement of this Agreement. The District agrees to consult with the CIC prior to entering into any such agreement which would entail a third party's involvement in carrying out the District's responsibilities and obligations related to the expenditure of monies from the District Housing Fund.

j. The District agrees to defend and hold the CIC and City harmless in any action brought against the CIC and/or the City with regard to the expenditure of funds by the District from the District Capital Outlay Fund and/or the District Housing Fund. Notwithstanding the provisions in this subsection j, the CIC agrees to defend the CIC and/or the City with regard to its approval of the projects based on its determinations made pursuant to subsection b of Section 6 that the projects meet the requirements of the Community Redevelopment Law, this Agreement, the Settlement Agreement and the City's Housing Element.