

My name is Valerie Jablow, and as a parent at Duke Ellington high school for the arts, I am testifying about the terrible precedent being set with the transfer of the school's field from DCPS to DPR, which has been overseen by the DME.

This represents the first time that an asset of an active DCPS school, being used by that school, is being **taken away** from that school, for the immediate and lasting benefit of adults and those not necessarily affiliated with DCPS.

As you may know, this field was created through eminent domain, to be used for educational purposes, under the control of the high school for which it was intended (first Western, succeeded by Duke Ellington).¹

Duke Ellington HS uses this field for current programming. The field's transfer was ostensibly to make it more accessible to the general public, in light of the tying up for 9 years of prime hours at Jelleff, a nearby public field, for the benefit of private school Maret, in a deal completed out of public view.²

Yet, the transfer of Ellington Field was announced with very little time for public consideration, and there has been only one general public meeting held by DPR on it.³

In addition, because DPR and DME have refused to release the terms of the transfer agreement to the public before the transfer occurs, we are apparently to simply hope and pray that the rights of DCPS students with respect to **their own field** are preserved.

Moreover, once that transfer happens, DCPS will no longer have any legal right to what had once been its own asset, no matter how excellent that (publicly unseen and unknown) agreement is.

Sadly, DCPS doesn't even have to give up this asset for the field to be maintained and used by DPR! Agreements exist, for example, that allow DCPS pools to remain under DCPS control, ownership, and scheduling, with DPR maintenance and use as rec centers outside the times that DCPS sets for its own use of those pools.⁴

But that is not even being considered at Ellington Field. Why? It's not as if those pool agreements were just created—they were not. And it's not as if anyone has said they have failed—because they haven't. And it's not as if DCPS doesn't manage its own fields now for use by other groups—because it does!

This unprecedented effort to divest an active DCPS school of its own asset, taken together with little public notice and much publicly unknown (including planned capital improvements), makes clear the real possibility that this transfer **was never intended to be in the best interests of DCPS students.**

Worse, we must ask that if divestment of DCPS assets from active schools is now acceptable, where does it stop? What if a future mayor decides to simply take Wilson's field for another agency's use? Or give Banneker's new auditorium to another agency?

You all have a stake in this, with your oversight of the agencies involved here, and you can change this. I ask simply that you do not accept this transfer of Ellington Field as a done deal—it is neither the best we can do nor in the interests of DCPS students. We can, and must, do better. Thank you.

¹ This was decided in a court case in 1927, *Commissioners of the District of Columbia v. Shannon & Luchs Construction Co.* (57 App. DC 67, 17 F.2d 219 (1927)). In determining that the land was to be used for educational purposes, the court ruled that “an educational institution consists, not only of the buildings, but of all the grounds necessary for the accomplishment of the full scope of educational instruction.” If that decision has never been overturned (which I don't think it has), this transfer would appear to be at least partly, if not entirely, in violation of the court's ruling.

² See here: <https://deadspin.com/the-legendary-public-rec-center-in-a-private-schools-po-1837648863>

³ The transfer was announced on November 14, by way of notification to the ANC. DPR intended the transfer to happen 30 days later—which was a mistake, because the statute DPR was abiding by provided for 30 *business* days. After protest by community and school leaders, the transfer date was pushed back until February 12. Since November 14, DPR has held one invite-only meeting with DCPS parents; made a presentation at an ANC meeting, and had a general meeting for the public. DCPS personnel were present only at the last, having been told by the DME **to stay away**.

⁴ These use agreements, obtained via a partially fulfilled FOIA from DPR, are available here: <https://educationdc.files.wordpress.com/2020/02/valerie-jablow-foia-dpr-dcps-mous.pdf>

When I FOIA'ed DCPS for such agreements, the agency filed for an extension—then said none were available. Later, it produced a few for pools. It is unclear whether that represented incompetence or violation of basic contracting rules, since at least the pool agreements entail hundreds of thousands of dollars given annually from DCPS to DPR, and pools are not the only shared facilities between DPR and DCPS, which also include gyms and fields (i.e., Watkins & Stoddert, to name a few).