

September 8, 2017

Linda Argo
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Dear Ms. Argo:

I was disappointed to read the grievance letters submitted by the Spring Valley-Wesley Heights Citizens Association [SVWHCA] to American University [AU].¹ The letters detail SVWHCA's opposition to the Neighborhood Collaborative, a group they began creating over a year ago when SVWHCA leadership testified before the Zoning Commission in July 2016.² Subsequent to that meeting, SVWHCA negotiated and submitted to the Zoning Commission an agreement with AU creating the Neighborhood Collaborative in November 2016, amended the November agreement in response to opposition from key community stakeholders, and re-submitted the revised agreement to the Zoning Commission in December 2016.³ Hearing an architect responsible for the structure of the Neighborhood Collaborative comment that he "*regrets that he ever suggested that word [Collaborative] or suggested the concept of it*" prompted me to examine closely the claims raised within the grievance letters.⁴

I have been intimately involved in the creation of the processes and groups described in the letters. The claims advanced in the letters do not reflect my experience working with AU alongside various community organizations and neighbors throughout this process. I have discussed the bases of the grievance with several other participants and found that the claims asserted by SVWHCA run counter to their experiences as well. This letter is an effort to correct the record with factual, verifiable information. This response should not be taken as exhaustive. I am aware that other parties have also formally responded to the grievance letters;⁵ my intention is to complement the arguments raised in these other responses.

While the ultimate assertion made in the grievance letters is that the "*'Collaborative' is a body of AU's making with no roots or organizational legitimacy,*" – an issue to which I'll return – it is important to expose the scaffold upon which this assertion rests.⁶

From the start, the grievance letters depict an alternate history in which AU reneged on their commitment to work collaboratively. Paragraph 5 states this as if it were fact, saying "*AU has completely turned its back on the Agreement and has ignored both the terms and the spirit of portions of the*

¹ "Grievance filed by the Spring Valley –Wesley Heights Citizens Association," June 9, 2017, and "Response to AU Response," July 19, 2017, hereinafter referred to as the "grievance letters."

² "Transcript of Zoning Commission Hearing in Case No. 11-07F, July 14, 2016," pages 79-81.

³ Exhibit 38, "Response from Spring Valley-Wesley Heights Citizens Association to AU's Post-Hearing Submission," Zoning Case 11-07F, December 8, 2016. Pages 3 and 4 discuss the "*creation*" of the Neighborhood Collaborative.

⁴ "Audio Transcript of June 5, 2017 Community Liaison Committee [CLC] Meeting," minute 34:44.

⁵ See, for example, "Letter from Westover Place Homes Corporation [WPHC] to AU," June 27, 2017, which states "*WPHC does not support the grievance and protest that has been filed by SVWHCA. The WPHC Board believes that the neighborhood collaborative and mediation process that has been established through the CLC is (like the CLC itself) a vital, legitimate and necessary vehicle.*"

⁶ "SVWHCA Grievance Letter, June 9, 2017," numbered paragraph 14.

*Agreement dealing with the Neighborhood Collaborative.*⁷ In truth, representatives of SVWHCA have repeatedly declined to participate in the meetings during the initiation of the Neighborhood Collaborative; to date, no member of the SVWHCA leadership has attended a single Neighborhood Collaborative meeting.⁸

That SVWHCA has chosen to not participate in the development of the Neighborhood Collaborative matters not, in and of itself: the decision to remain on the outside is exactly that, a calculated decision made by SVWHCA, and it should be respected. It has, however, resulted in the rather ironic circumstance of SVWHCA accusing AU of acting “*unilaterally*” and by “*fiat*” while at the same time asserting that the decision of SVWHCA to not participate compels AU to cease supporting the Collaborative.⁹ The culmination of this reasoning is SVWHCA requesting “*a repeal of the rules and procedures adopted*” without their participation.¹⁰ In making this demand, SVWHCA is asserting their unilateral ability to dictate all terms and conditions of the Collaborative simply by exercising their decision to not participate. Such power is undeserved, as it would impact all neighborhood groups and stakeholders, including but not limited to those explicitly specified as parties to the Collaborative in the signed Agreement.

SVWHCA supplements this general objection to the Collaborative with several specific objections. First, SVWHCA objects to AU retaining “*professional ‘meeting facilitators’ to organize the Collaborative and run the meetings.*”¹¹ This is curious, as the gestation of AU’s decision to engage professional meeting facilitators is clear. It traces back to the testimony of SVWHCA leadership before the Zoning Commission in July 2016. Specifically, SVWHCA leadership testified, “*And I hate to point it [the Georgetown University Community Partnership] out as a gold standard, but as we are also a part of that. And when we compare that versus the CLC it’s night and day.*”¹² Commissioner May responded, “*I mean, when Georgetown came here and they kind of tried to bully their way through an approval and this Commission stood up and frankly gave the university a bit of a tongue lashing on where they were falling down. And they took it to heart and they really did turn things around, and they hired a great facilitator who helped them get through it. And it really made a difference. And I don’t know if you use a facilitator now. Maybe that’s necessary, because what I’m seeing here is people who are talking past each other.*”¹³ Zoning Commission Vice Chairman Miller was even more explicit, “*And in terms of the comments about a facilitator, it may be the maybe I am familiar with that facilitator in the Georgetown case. I’m sure the university [AU] is as well. I think maybe it would be useful to engage that facilitator sooner, rather than later.*”¹⁴ These are precisely the “*professional ‘meeting facilitators’*” hired by AU to which SVWHCA objects and requests their “*discontinuation.*”¹⁵

SVWHCA next curiously asserts that “*AU and/or its ‘Facilitators’ have unilaterally developed the agendas for the Collaborative.*”¹⁶ In reality, feedback from the groups that chose to participate in the development of the Neighborhood Collaborative has been solicited and has been incorporated

⁷ *Ibid*, numbered paragraph 5.

⁸ “Audio Transcript of June 5, 2017 CLC Meeting,” minute 1:53:30.

⁹ “SVWHCA Grievance Letter, June 9, 2017,” numbered paragraphs 8, 14 and 9.

¹⁰ *Ibid*, numbered paragraph 16.

¹¹ *Ibid*, numbered paragraph 8.

¹² “Transcript of Zoning Commission Hearing in Case No. 11-07F, July 14, 2016,” page 81.

¹³ *Ibid*, pages 110-111.

¹⁴ *Ibid*, page 114.

¹⁵ “SVWHCA Grievance Letter, June 9, 2017,” numbered paragraph 16.

¹⁶ *Ibid*, numbered paragraph 10.

throughout the formation of Collaborative agendas. What makes this assertion curious is that it is made directly after SVWHCA spends the preceding two paragraphs bemoaning that the Collaborative has proceeded without their participation. Perhaps the dubious veracity of this particular assertion should come as no surprise given that it is a claim about internal processes being made by a group that has elected to remain on the outside of these very same processes.

Continuing their objection to the operations of the Collaborative, SVWHCA mischaracterizes the decision-making process of the Collaborative. SVWHCA states organizations “*must agree ahead of time to accept the decisions of the Collaborative;*”¹⁷ the Collaborative “*force[s] the affected neighbors to accept such a ‘consensus’;*”¹⁸ “*meaningful discussion is limited to the ‘collaborative’;*”¹⁹ and “*organization members are bound to agree to whatever the consensus may be.*”²⁰ These statements are contradicted by the written and distributed Protocols and Ground Rules of the Neighborhood Collaborative.²¹ To wit, “*Neighborhood Collaborative members will engage in facilitated discussion, which allows for the voicing of different opinions*” (Ground Rule (i)); “*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*” (Ground Rule (iii)); “*Each member of the Neighborhood Collaborative agrees to reach decision by consensus to the maximum extent possible*” (Ground Rule (v)). Consensus-based decision making is then defined as “*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’ [sic] of each individual*” (emphasis in original). Far from forcing the acceptance of decisions, limiting discussion, and being bound to agree, as claimed by SVWHCA about the operations of the Collaborative, the Protocols and Ground Rules governing the Neighborhood Collaborative explicitly address “*different opinions,*” “*speaking with others outside the Collaborative,*” and “*seeking the consent of all participants.*”

SVWHCA also objects to the particular neighborhood groups included in the Collaborative. The objection appears in multiple places throughout the grievance letters: “*AU, again unilaterally, invited parties to participate in the Collaborative who were not named in the Agreement;*”²² “*Instead it [AU] 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.*”²³

From the statement of the SVWHCA objections in the grievance letters, one would naturally be led to conclude that AU has included groups in the Collaborative in violation of the stipulations in the signed Agreement. Such a conclusion is mistaken. While certain organizations are named explicitly in the signed Agreement as being included in the Neighborhood Collaborative, the Agreement also states within the same paragraph, “*Community organizations within the Collaborative may change from time to time as*

¹⁷ *Ibid*, numbered paragraph 15.

¹⁸ *Ibid*, numbered paragraph 15.

¹⁹ *Ibid*, numbered paragraph 15.

²⁰ *Ibid*, numbered paragraph 15.

²¹ “American University Neighborhood Collaborative, Protocols and Ground Rules, adopted May 15, 2017.”

²² “SVWHCA Grievance Letter, June 9, 2017,” numbered paragraph 8.

²³ *Ibid*, numbered paragraph 9.

newly constituted groups emerge that represent neighborhoods immediately adjacent to main campus or as such groups cease to exist.”²⁴

The previous sentence providing for the inclusion of newly-constituted neighborhood groups is particularly special and deserves further discussion. The sentence was not included in the initial agreement negotiated by SVWHCA and submitted in November 2016 to the Zoning Commission.²⁵ This agreement drew broad criticism from key stakeholders.²⁶ In response, the Zoning Commission officially reopened the case, enabling the earlier (November) agreement to be amended.²⁷ In raising their objections to the inclusion of certain neighborhood groups, SVWHCA disingenuously alludes to the text of the earlier agreement that was specifically changed and not the December Agreement. Insufficiently critical readers of the SVWHCA grievance letters are forgiven for failing to notice that sentences such as *“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”* refer to the text of an agreement that drew immediate rebuke from various parties, led the Zoning Commission to reopen the case, and was promptly replaced with an agreement bearing different text on this very topic.²⁸

It is appropriate to inquire about the true source of SVWHCA’s objections to the Neighborhood Collaborative if it is not actually about operations of the Collaborative. Here, the detective work is surprisingly easy: when asked about their decision to not participate in the Neighborhood Collaborative, SVWHCA said, *“The Spring Valley Wesley Heights Citizens Association and Neighbors for a Livable Community have not been attending because there was an agreement with AU, that was signed, to establish the Collaborative, and then AU didn’t collaborate. They brought in the facilitators **without consulting us**. They expanded the membership invitations beyond those who were in the agreement in three separate places **without consulting us**. It’s real simple”²⁹* (emphasis added). Having already

²⁴ See, for example, Exhibit 38, “Response from Spring Valley-Wesley Heights Citizens Association to AU’s Post-Hearing Submission,” Zoning Case 11-07F, December 8, 2016.

²⁵ See, for example, Exhibit 35, “Applicant’s Post-Hearing Statement,” Zoning Case 11-07F, November 16, 2016.

²⁶ Community members and ANC commissioners objected to language in the November agreement stating that ANC representatives of districts immediately adjacent to main campus would be *“invited to participate,”* in contrast to organizations specifically named as *“compos[ing]”* the Neighborhood Collaborative. (See “Minutes of Community Liaison Committee Meeting,” December 1, 2016; “Letter from Commissioner-elect Chuck Elkins on AU Submission to the Zoning Commission re the Operation of the CLC,” December 1, 2016; and Exhibit 38, “Response from Spring Valley-Wesley Heights Citizens Association to AU’s Post-Hearing Submission,” Zoning Case 11-07F, December 8, 2016.) The revised Agreement of December 2016 instead includes such Commissioners as equal parties to the other named organizations *“to the extent they wish to participate”* (See, for example, Exhibit 38, “Response from Spring Valley-Wesley Heights Citizens Association to AU’s Post-Hearing Submission,” Zoning Case 11-07F, December 8, 2016.)

Ward 3 Vision, a member organization of the CLC, successfully petitioned the Zoning Commission to reopen Case 11-07F since the November agreement also made *“Changes to the CLC without providing notice [to] all parties”* (Exhibit 37A, “Submission from Ward 3 Vision,” Zoning Case 11-07F, December 6, 2016).

²⁷ See Exhibit 37A, “Submission from Ward 3 Vision,” Zoning Case 11-07F, December 6, 2016; Exhibit 37, “Request to Reopen the Record – Ward 3 Vision (APPROVED),” Zoning Case 11-07F, December 6, 2016; Exhibit 38, “Response from Spring Valley-Wesley Heights Citizens Association to AU’s Post-Hearing Submission,” Zoning Case 11-07F, December 8, 2016; and Exhibit 39, “ANC 3D – Response to AU’s Post-Hearing Submission,” Zoning Case 11-07F, December 8, 2016.

²⁸ “SVWHCA Grievance Letter, June 9, 2017,” numbered paragraph 6.

²⁹ “Audio Transcript of June 5, 2017 CLC Meeting,” minute 1:53:50.

discussed the genesis of the facilitators and the determination of invited parties to the Collaborative, all that remains from SVWHCA's stated opposition to the formation of the Collaborative is that AU did not consult them or, more perniciously, that AU did not acquiesce to their demands regarding the construction of the Collaborative.³⁰ Further support for this reading is given by SVWHCA, who announced, "*We're not going to go to something we don't agree*" when asked why they have not been attending Collaborative meetings.³¹

Before concluding, an additional point necessitates discussion. The grievance letters state prominently that SVWHCA are one of the "*official parties in Zoning Case 11-07F.*"³² It is indeed true that SVWHCA obtained party status in this case. In their Party Status Request for Case No. 11-07F, SVWHCA states, "*The SVWHCA includes in its membership all residents of Spring Valley.*"³³ This language is not unique to Case No. 11-07F. When describing their organization in the Party Status Request for Case No. 11-07, submitted by a different officer of SVWHCA, SVWHCA states, "*The SVWHCA includes in its membership all residents of the Spring Valley and Wesley Heights neighborhoods.*"³⁴ Finally, the Party Status Request for Case No. 05-40A states, "*The SVWHCA includes in its membership all residents of Spring Valley, including those who own properties adjacent to the borders of Wesley Theological Seminary.*"³⁵

Statements that all residents of the Spring Valley and Wesley Heights neighborhoods are members of SVWHCA are, of course, patently false. SVWHCA may be tempted to respond that their wording was sloppy and that they only meant to say that all residents of these neighborhoods were eligible for membership in SVWHCA. This response, in addition to rejecting a plain language reading of their words, is directly contradicted by other statements within their party status applications: in their application for Case No. 05-40A, SVWHCA states, "*Many SVWHCA members own homes within 200 feet of the Wesley Theological Seminary Campus and are the only homeowners who live immediately adjacent to the campus*" (emphasis in original). By asserting – falsely, no less – that there are no homeowners adjacent to the Wesley campus that are not members of SVWHCA, SVWHCA make clear that their repeated statements that all residents of the Spring Valley and Wesley Heights neighborhoods are members of their organization should be read, and rejected, precisely as written.^{36 37}

³⁰ It is relevant to note here that the neighborhood group in question that eventually became part of the Collaborative was included formally within the Neighborhood Collaborative only upon the unanimous vote of all (named) parties present at the meeting.

³¹ "Audio Transcript of June 5, 2017 CLC Meeting," minute 57:30.

³² "SVWHCA Grievance Letter, June 9, 2017," numbered paragraph 1.

³³ Exhibit 14, "Party Status – Spring Valley-Wesley Heights Citizens Association, Jeffrey L. Kraskin," Case 11-07F, June 24, 2016.

³⁴ Exhibit 62, "Party Status Request in Opposition from Spring Valley-Wesley Heights Citizens Association," Case No. 11-07, May 24, 2011.

³⁵ Exhibit 21, "Party status request submitted by Spring Valley Wesley Heights Citizen Assoc.," Case 05-40A, April 4, 2012.

³⁶ There are numerous homes within 200 feet of the Wesley Campus that are not even within the territory of SVWHCA required for membership *eligibility* in the organization. See Exhibit 8, "Copy of Mailing Labels for Owners within 200 Feet," Zoning Case 05-40A, December 20, 2011 and "SVWHCA Articles of Incorporation (Constitution)," May 1, 1978, section 2.

³⁷ It is an amusing aside to juxtapose these membership claims with SVWHCA's lamenting the "*political concerns*" of ANC Commissioners – representatives whose constituencies are unequivocally clear – and the "*concern raised by an advocacy organization that is part of the CLC but does not represent any neighbors or residential association*" (Exhibit 38, "Response from Spring Valley-Wesley Heights Citizens Association to AU's Post-Hearing Submission," Zoning Case 11-07F, December 8, 2016).

These grandiose pronouncements have not gone unnoticed by the community. The Board of Directors of the Westover Place Homes Corporation, a development of townhomes within Wesley Heights, felt compelled to officially communicate the following message upon hosting a presentation by SVWHCA: *“We were surprised to hear you say that Westover Place is a member of SVWHCA, implying that the mandate and jurisdiction of SVWHCA somehow includes the WPHC community. Let me make clear on behalf of the unanimous WPHC Board that whatever view some previously had on that matter, the WPHC Board unequivocally and formally rejects and will not agree to any such structure, jurisdiction, arrangement or otherwise going forward. We therefore ask you and your members to refrain from asserting that SVWHCA includes Westover Place.”*³⁸

Returning now to the central claim of the grievance letters – that the *“Collaborative’ is a body of AU’s making with no roots or organizational legitimacy”* – I cannot disagree strenuously enough with the sentiment expressed or the argumentation methods employed in its pursuit. The Neighborhood Collaborative is a nascent group of community stakeholders set on working productively, truthfully and transparently with AU to improve the relationship between the university and the community. More work remains to be done developing the Collaborative, but participants are already seeing hopeful signs of improved relations: as WPHC wrote to recipients of the SVWHCA grievance letters, *“This neighborhood collaborative process through the CLC has resulted in an ongoing positive/constructive dialogue that WPHC expects will achieve the desired goals for its community.”*³⁹ While the parties helping build new processes like the Neighborhood Collaborative know the truth and are unlikely to be dismayed by the alternative facts advanced in the SVWHCA grievance letters, it would be a shame if other parties, including the Zoning Commission, concluded otherwise.

Sincerely,

Troy A. Kravitz
Commissioner, Advisory Neighborhood Commission 3D

³⁸ “Letter from WPHC to SVWHCA,” May 22, 2017.

³⁹ “Letter from WPHC to AU,” June 27, 2017.

cc:

Jeffrey Kraskin, Spring Valley-Wesley Heights Citizens Association
Dennis Paul, Neighbors for a Livable Community
Sheri Lanoff, Embassy Park Neighbors Association
Staci Lee Banks, Fort Gaines Citizens Association
Susan P. Cohen, Foxhall East Condominium
Elaine Marshall, Greenbriar Condominium
Kathy Silva, McLean Gardens Condominium Association
Claire Craik, Westover Place Homes Corporation
Gregory Ferenbach, Tenley Campus Neighbors Association
Judy Chesser, Tenley Neighbors Association
Beth Marcus, Sutton Place Condominium Association
Beverly Zweiben, Sutton Towers Condominium
Jane Waldman, Tenley Historical Society
John Wheeler, Ward 3 Vision
Stephen Gardner, Advisory Neighborhood Commission 3D
Jonathan Bender, Advisory Neighborhood Commission 3E
Malachy Nugent, Advisory Neighborhood Commission 3F