



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

OFFICE OF THE DEPUTY CHANCELLOR
825 North Capitol Street, NE, 9TH Floor
Washington, D.C., 20002-1994
(202) 442-5885 – fax: (202) 442-5026

Via First Class and E-Mail

April 20, 2009

Mr. Nathan Saunders
3324 Wheeler Road SE
Washington, DC 20032

Re: Application for Leave of Absence for Union Service

Dear Mr. Saunders:

I am writing in response to the packet you left with my office.

You assert the following in your letter:

“For the record, a leave of absence memorandum was submitted to the Chancellor for the earliest date in question. It was not acted upon by DCPS. In fact, you were the point of contact prior to a hiring of a general counsel by DCPS. Disappointingly, it was not signed by DCPS.”

There was no Chancellor in February of 2007 and I was employed elsewhere at the time, so I am perplexed as to how you could have submitted a memorandum upon the expiration of your previous leave. I am aware that before DCPS hired a General Counsel, you and George Valentine, our Interim General Counsel, were working to resolve issues around a problem with the dates of leaves of absence for union service, as each leave began and ended on a variety of dates, which made the process hard to monitor on both sides. After Mr. Valentine left DCPS, the issue became my responsibility and I worked with the WTU to standardize the dates of leave for union service to be commensurate with the school year. After we agreed to the standardized dates, I received leave of absence memoranda, approved by the WTU, for a number of WTU officers and employees. I have no record of receiving a memorandum for you. If you have a copy of the signed and approved memorandum that you claim to have submitted, please forward it to my office for review.

Per the WTU-DCPS contractual agreement, Article XVIII, Section E, number 5, states:

“Upon proper application, permanent teachers may be granted a leave of absence without pay for one (1) school year to serve as a full time employee of the Union. A teacher granted such leave of absence shall retain all rights of reinstatement in accordance with the Rules of the Board.”

The “proper application” for leave consists of a Memorandum of Understanding signed by the person requesting leave and approved by the WTU (signed by George Parker, President). That memorandum is submitted to DCPS and approved by the Director of Human Resources. The forms you submitted were not sufficient.

In accordance with the Memorandum of Understanding between DCPS and the Washington Teachers' Union, you are therefore again directed to return "to regular service within DCPS at a position comparable (but not necessarily the same) to the position held prior" to your employment with the Washington Teachers' Union.

Please report for duty at Eastern Senior High School at 9 a.m. on Monday, April 27, 2009. Failure to report for duty as assigned may result in your immediate separation from employment for abandonment of position/voluntary resignation.

If you are unable to report to duty because you are physically incapacitated, you are to notify me by telephone at the number below at least one hour prior to your reporting time on April 27.

I am obliged to notify key DCPS employees in the Office of Human Resources, Office of the General Counsel, Office of Labor Management and Employee Relations, and the principal and instructional superintendent of your intended assignment. Given that the WTU co-signs the leave agreement, it has been our ongoing practice to notify President Parker as well.

Should you have any additional questions, please contact me at 202-442-5012.

Sincerely,

Kaya Henderson
Deputy Chancellor

Subj: **Re: Urgent-Saunders' Leave of Absence Issue**
Date: 4/22/2009 4:03:10 P.M. Eastern Daylight Time
From: gparker@wtulocal6.org
To: Nasaunders@aol.com
CC: LJACKSON@ODSALAW.COM, rweingar@aft.org

#2.

Nathan,

As you are well aware, Article XVIII, Section E5 addresses the agreement between DCPS and WTU regarding leave of absence to work for the union. You are also well aware of what "proper application" means as demonstrated by your 2005 and 2006 applications via the memorandum of agreement application process. That process has not changed and as you are aware it is incumbent upon each employee, you and I included, to ensure that the MOU leave of absence agreement is submitted in accordance with DCPS policy and procedures. All other WTU employees have timely and appropriately submitted their leave of absence requests annually. The WTU has not made any agreement with DCPS that would in any way affect your ability to be granted a leave of absence per article XVIII, Section ES of the collective bargaining agreement. Yes, I am aware of DCPS correspondence with you on this matter because as President of the WTU I have been copied on the correspondence. However, because this is a personnel matter, I have tried to respect your confidentiality by not discussing this with the Board or others. You have not shared any information on this matter with me until now via this letter nor have you sought my advice or assistance in any effort to resolve it. The bottom line here Nathan is that you have created your current circumstances by yourself and to attempt to avoid responsibility by trying to blame me is ridiculous and unethical at a minimum. I will respond to your letter in a more comprehensive manner within the next week.

George Parker
President

On Apr 22, 2009, at 2:29 PM, Nasaunders@aol.com wrote:

Big savings on Dell XPS Laptops and Desktops!
<ltr to Parker, Weingarten and Jackson.doc>

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Nathan A. Saunders

*3224 Wheeler Road, SE
Washington, DC 20032*

April 22, 2009

#3.

Ms. Henderson,

I am in receipt of your April 20, 2009 email acknowledging my submission of Leave of Absence applications. Your email response presents information which I had not previously been made aware from DCPS or WTU. It also promotes new questions which must be addressed prior to the April 27, 2009 report or be terminated date.

- Was a Memorandum of Understanding negotiated with the Washington Teachers' Union (WTU) setting forth practices, policies, and procedures regarding leave of absence to work for the Union? If so, please provide me a copy. In your email, you state, "In accordance with a Memorandum of Understanding between DCPS and the Washington Teachers' Union..." as opposed to referencing the WTU contract.
- Does an agreement with the WTU negate the submission of an official DCPS leave of absence application as "proper application"? What makes the "DCPS Leave of Absence" application I submitted "not sufficient"?
- Who is the "we" that you refer in the second paragraph of your email? Initially, you acknowledged George Valentine, former DCPS General Counsel, and I were working on the WTU leave of absence issues for all affected WTU employees. You then say, "After we agreed to standardized dates ..." Specifically name the individual(s) "we" constitute(s) and provide the timeframe.
- Provide me a copy of all correspondence notifying WTU, its bargaining unit members and me specifically, of changes in procedures requiring adherence to a different process, leave of absence documents, or timelines.

✓
Lastly, in reference to your stated obligation to inform "... key employees of the Office of Human Resources...President Parker...", I take exception. There is a superior obligation in law to maintain the confidentiality of personnel issues. On April 17, 2009, I received a telephone call from the Washington Post indicating intimate details of the first letter you sent to me. Disappointingly, a "confidential source" has divulged my personnel documents. This matter has already been compromised either intentionally or unintentionally. Providing the above requested information is crucial to minimizing further harm and facilitating a resolution.

Thank you in advance.

Nathan A. Saunders
General Vice President
Washington Teachers' Union

Subj: **Re: leave of absence**
Date: **4/17/2009 12:23:38 P.M. Eastern Daylight Time**
From: Kaya.Henderson@dc.gov
To: nasaunders@aol.com, peter.weber@dc.gov

Nathan,

I have prepared a response to your submission. Unfortunately, I am on travel and can't access the document from my computer to send. If I'm not able to get it to you today, you will receive the written response on Monday.

Kaya Henderson

----- Original Message -----

From: nasaunders@aol.com <nasaunders@aol.com>
To: Henderson, Kaya (OOO); Weber, Peter (OOO); nasaunders@aol.com <nasaunders@aol.com>
Sent: Wed Apr 15 15:23:25 2009
Subject: leave of absence

Weeks ago, I responded to your letter inquiry with documents which required action. I have received no response at all. What is the status?

Nathan A. Saunders

Get the scoop on the live music scene in your area and hit a show tonight. Check out TourTracker.com
<<http://www.tourtracker.com/?ncid=emlcntusmusi00000005>> !

NS



From: "Levy, Michael (OGC)" <michael.levy@dc.gov>

To: <nrsaunders@wtulocal6.org>

Date: 10/31/2007 08:00 AM

Subject: Leave of Absence Issues

Good morning, Mr. Saunders.

As we discussed on Friday, we are nearing a resolution in addressing the leave of absence issues for the following individuals:

(MOU expired 2/16/07)

Nathan Saunders (MOU expired 2/16/07)

(MOU expired 6/30/07)

: (MOU expired 8/23/07)

(MOU expired 8/30/07)

(MOU expired 10/10/07)

(MOU expires 11/01/07).

#5.

It is our expectation that we can get a decision on the best way forward sometime over the next few days.

I met with _____ in person on Monday and also explained the situation to him.

Kindly stay tuned for more. Thanks for your patience to date.

Mike Levy

Michael D. Levy, Esq.

Assistant Attorney General

Office of the Attorney General



From: "Levy, Michael (OGC)" <michael.levy@dc.gov> 
To: "Nathan Saunders" <nsaunders@wtulocal6.org>
Cc: "George Parker" <gparker@wtulocal6.org>, "Clay White" <cwhite@wtulocal6.org>, "Tom Flood" <tflood@aft.org>
Date: 08/31/2007 09:20 AM
Subject: RE: Leave of Absence MOU issues - pay status of \

Understood, Nathan.

I sent a detailed email to George Valentine yesterday outlining the issues and options and he in turn passed it along to Natasha Campbell at OLRCB for further action. Natasha is considering the matter now. I'll keep you posted.

Mike

Michael D. Levy, Esq.
 Attorney Advisor
 Office of the General Counsel
 D.C. Public Schools
 202/442-5157 (voice)
 202/442-5098 (fax)

#7 continued.
#9

This electronic transmission contains information from the Office of the General Counsel for the District of Columbia Public Schools, which may be confidential or privileged. The information is intended for the use of the above addressee only. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you received this transmission in error, please notify us by telephone, 202/442-5000, or by reply electronic mail to the sender.

-----Original Message-----

From: Nathan Saunders [mailto:nsaunders@wtulocal6.org]
Sent: Thursday, August 30, 2007 7:23 PM
To: Levy, Michael (OGC)
Cc: George Parker; Clay White; Tom Flood
Subject: Re: Leave of Absence MOU issues -

Mike,

Thanks for following up. While I mentioned those previously stated in your email, this issue is applicable to Rachel Hicks and myself. We are impacted although we current have a leave of absence through a different method. Our leave status should also remain the same as well. Technically, WTU's attempt to develop consistent treatment to all similiarly disposed employees does address the requirement to continue their leave to absence notice to District of Columbia Public Schools.

Please keep me informed on the progress.

#7

08 PM
Aug 30, 2007

Nathan A. Saunders
General Vice President
Washington Teachers' Union
1717 K St. NW
Suite 902
Washington DC 20036
202.293.8613 office
202.293.8635 fax
202.213.7081 cell

Confidentiality Notice: This e-mail message, including any attachments, is intended only for the person or entity to which it is addressed and contains information which may be confidential, legally privileged, proprietary in nature, or otherwise protected by law from disclosure. If you received this message in error, you are hereby notified that reading, sharing, copying, or distributing this message, or its contents, is prohibited. If you have received this message in error, please telephone or reply to me immediately and delete all copies of the message.

Sent from my Verizon Wireless BlackBerry.

-----Original Message-----

From: "Levy, Michael (OGC)" <michael.levy@dcps.dc.gov>
Date: Wed, 29 Aug 2007 10:08:35
To: "Nathan A. Saunders" <nasaunders@wtulocal6.org>
Subject: Leave of Absence MOU issues - pay status of

Good morning, Nathan.

I have again communicated today with Priya Matthews, DCPS' Payroll Manager, and she has confirmed to me that she will keep the captioned individuals in pay status until we are able to work through the details of this matter. We are working toward wrapping up these issues by the end of the current fiscal year i.e. September 30, 2007.

I met with and discussed this matter in detail with our Interim General Counsel, George A. Valentine on Friday and he told me that he intends to engage Natasha Campbell, Director of the City's Office of Labor Relations & Collective Bargaining (OLRCB) in the process of working through this matter. Involving the OLRCB in handling these issues is part of the impact of the transition that the entire school system is undergoing.

I'll keep you posted on any new developments that I become aware of.

I hope that this helps!

Mike Levy

5 # 6 # 7 # 8

MEMORANDUM OF AGREEMENT

#10

between

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

and

**WASHINGTON TEACHERS' UNION, LOCAL #6,
AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

This Memorandum of Agreement ("Agreement") is entered into by and between the DISTRICT OF COLUMBIA PUBLIC SCHOOLS ("DCPS"), the WASHINGTON TEACHERS' UNION, LOCAL #6, AMERICAN FEDERATION OF TEACHERS, AFL-CIO ("WTU"), and _____), collectively the "Parties," who hereby agree as follows:

1. _____ will be placed on leave for one year, effective February 16, 2007, through February 15, 2008. This leave of absence shall be renewable, for successive periods of one year, upon application therefor by _____.
2. During the one year period of the leave, DCPS agrees to pay _____ his salary together with any and all benefits.
3. Within 30 days after February 16, 2008, WTU shall reimburse DCPS for the salary and benefits it paid to _____ during the course of the one year leave.
4. During the one year period that _____ is on leave, DCPS will hire a temporary replacement.
5. During the one year period of _____ leave, he shall retain all insurance and other benefits, and shall continue to accrue seniority as though he were in regular service.

6. At the expiration of the one year period, upon return to regular service within DCPS, shall be entitled to return to a position with DCPS, comparable to the position he held prior to February 16, 2005, but not necessarily to the same position that he held prior to February 16, 2005.

IN WITNESS WHEREOF, The Parties have executed this Memorandum of Agreement by their duly authorized representative this 16th day of February, 2007.

DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

WASHINGTON TEACHERS' UNION,
LOCAL #6, AMERICAN FEDERATION OF
TEACHERS, AFL-CIO

Johnnie Fairfax
Executive Director of Human Resources

George Parker
President, Washington Teachers' Union
Local #6, American Federation of Teachers,
AFL-CIO

Date: _____

Date: _____

Date: _____

City of Columbia Public Schools
Division of Human Resources
415-12th Street, N.W., Room 706
Washington, D.C. 20004



APPLICATION FOR LEAVES OF ABSENCE

Submit in duplicate to the Division of Human Resources

POSITION _____

SOCIAL SECURITY # _____

PHONE _____

11/11

SCHOOL _____

GRADE/SUBJECT _____

SYSTEM STATUS _____

HEALTH BENEFIT CODE _____

I. TO THE BOARD OF EDUCATION

In accordance with Chapter 12, Section 1204, of the Board Rules, I hereby apply for the following Extended Leave of Absence for periods in excess of thirty (30) days and not to exceed two (2) years:

MILITARY

FAMILY CARE

EDUCATIONAL WITH
PART PAY (SABBATICAL)

MEDICAL

EDUCATIONAL WITHOUT PAY

(PLEASE NOTE) If you checked family or medical, you must complete the attached Family/Medical Leave Application.

This leave becomes effective: _____ (last day of service)

I plan to return to duty on: _____
date

I do not plan to use leave I do plan to use leave (SICK: _____ ANNUAL _____)
Previous Leave Advances (Past 2 Years) Annual _____ Sick _____ LWOP _____

II. PHYSICIAN'S STATEMENT: This section must be completed by the attending physician if the request for leave is for reason of medical.

I hereby certify that I am the attending physician for this applicant who has applied for an Extended Leave of Absence on or after _____

date

Based on my professional evaluation, the tentative date of return is: _____

Physician's Signature _____

Date _____

Address _____

City/State/Zip Code _____

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
Division of Human Resources

AGREEMENT BETWEEN _____ and the
DISTRICT OF COLUMBIA PUBLIC SCHOOLS FOR EDUCATIONAL LEAVE WITH PART PAY (SABBATICAL).

If my request for leave of absence, educational leave with part pay (sabbatical), is granted, I fully understand that I must return to duty with the District of Columbia Public Schools for not less than two years after the leave has been completed. I also understand that if I do not meet this obligation, I must refund the amount of money received for the leave, which will be prorated according to the years of service returned. Finally, I agree that I will neither engage in study for another trade or profession nor will I engage in full-time employment during my educational leave.

Employee's Signature

Date

Social Security Number

Director (Human Resources)

Date

District of Columbia Public Schools
Division of Human Resources
415-12th Street, N.W., Room 706
Washington, D.C. 20004

NOTICE OF HEALTH BENEFITS REGULATIONS AFFECTING YOU

Name of Employee: _____ Date: _____ Health Benefit Code: _____

The U.S. Office of Personnel Management and District Government has issued new regulations governing payments of health benefits premiums during non-pay status. These new regulations permit an employee to continue participation in the health benefits program for 365 days while in a non-pay status. However, during that period, you are still responsible for the employee's share of the cost of the health benefit premium. If you are in non-pay status for an entire pay period, or if your salary for a pay period does not cover the full employee share, you may be required to make the payment due.

As long as you are enrolled for health benefits you are responsible for payment of the employee share and the agency must pay the government contribution for your plan. If you do not want this coverage, you may voluntarily cancel your health benefits enrollment. A cancellation is generally effective at the end of the pay period after the pay period in which it is received in our personnel office. There is not a 31-day extension of coverage or right to convert to nongroup contract with your plan following a cancellation. Note that if you cancel health benefits, you will not be automatically allowed to re-acquire your health benefits upon return to pay status. Most employees must wait for an open season in order to re-enroll, but there are other circumstances listed in the booklets, FEHB/DCEHB Enrollment Information and Plan Comparison Chart, which would allow you to re-enroll following a cancellation. Also, before cancelling, you should be aware of the requirements for continuing health benefits group coverage during retirement or receipt of disability compensation benefits. Generally, an employee must have been enrolled (or covered as a family member in a FEHB/DCEHB plan) for the five years of service immediately preceding retirement, or for the period(s) of eligibility to be enrolled, if less than five years, in order to continue the group coverage into retirement.

Arrangements should be made with the Division of Fiscal Services to pay your share of the premium before going on leave without pay. However, if you are already in a non-pay status, a recovery of any indebtedness due the District government/District of Columbia Public Schools, will start soon. You will be advised of the total amount due before any action is taken and given the opportunity to suggest a reasonable plan to repay your indebtedness due. If you do not settle the amount due, it may be recovered from other sources normally available for the recovery of any indebtedness due the District government/District of Columbia Public Schools, such as amounts payable under a retirement system, lump sum payment of accrued leave or withholdings from salary when you return to duty.

For further information, you may call the Division of Fiscal Services on 724-4030 concerning payments and the Division of Human Resources on 724-4080 concerning cancellation and re-enrollment of benefits to include retirement. See reverse side for further instructions.

Please check the appropriate space(s) below, sign and return to Division of Human Resources with the leave application.

I understand that I must pay the employee share of premium for my health benefits coverage which continues during nonpay status (or during pay periods when my salary is insufficient to cover the required premiums), and that, if I do not arrange a plan for payment or cancel my health benefits before going on leave, the amount due may be recovered from my salary or any other monies owed me by the District government/District of Columbia Public Schools.

_____ I want to cancel my health benefits effective immediately.

_____ I elect to pre-pay my share of the health benefits premium.

_____ I elect to be billed monthly.

Signed: _____ Date: _____

Kaya Henderson,

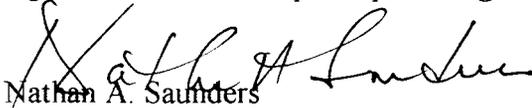
Ref: Leave of Absences

Attached you will find leave of absences for periods which your referenced in your correspondence(s). For the record, a leave of absence memorandum was submitted to the Chancellor for the earliest date in question. It was not acted upon by DCPS. In fact, you were the point of contact prior to a hiring of a general counsel by DCPS. Disappointingly, it was not signed by DCPS.

This is a confidential personnel matter. You are not authorized to discuss my personnel information with any party other than myself unless I specifically authorize. Also, your correspondence would have been responded to sooner if it had been sent to my current address. That address is:

Nathan A. Saunders
3224 Wheeler Rd. SE
Washington DC 20032

Please notify me at the above address and via email nasaunders@aol.com upon signature so that I can pick up the originals.


Nathan A. Saunders

#12.

Cc: Peter Weber

Mrs. Shoy & Bunt at the
Front Desk.

Boach

4/3

TO: Peter Webber

X. Nelson Alonzo



DCPS/ONR

2009 MAR 19 AM 11:29

District of Columbia Public Schools
Office of Human Resources
825 North Capitol Street N.E. 6th Floor
Washington, D.C. 20002

ACKNOWLEDGEMENT OF RECEIPT

This is acknowledgment that the Office of Human Resources is in receipt of
the following item(s).

Left leave of Absen. forms.

Received By: Front Desk Receptionist C/O

Shoy L. Alonzo

From: George Parker <gparker@wtulocal6.org>

To: Nasaunders@aol.com

Cc: Lee Jackson <LJACKSON@ODSALAW.COM>; Randi Weingarten AFT President <rweingar@aft.org>

Subject: Re: Urgent-Saunders' Leave of Absence Issue

Date: Wed, 22 Apr 2009 4:03 pm

Nathan,

As you are well aware, Article XVIII, Section E5 addresses the agreement between DCPS and WTU regarding leave of absence to work for the union. You are also well aware of what "proper application" means as demonstrated by your 2005 and 2006 applications via the memorandum of agreement application process. That process has not changed and as you are aware it is incumbent upon each employee, you and I included, to ensure that the MOU leave of absence agreement is submitted in accordance with DCPS policy and procedures. All other WTU employees have timely and appropriately submitted their leave of absence requests annually. The WTU has not made any agreement with DCPS that would in any way affect your ability to be granted a leave of absence per article XVIII, Section ES of the collective bargaining agreement. Yes, I am aware of DCPS correspondence with you on this matter because as President of the WTU I have been copied on the correspondence. However, because this is a personnel matter, I have tried to respect your confidentiality by not discussing this with the Board or others. You have not shared any information on this matter with me until now via this letter nor have you sought my advice or assistance in any effort to resolve it. The bottom line here Nathan is that you have created your current circumstances by yourself and to attempt to avoid responsibility by trying to blame me is ridiculous and unethical at a minimum. I will respond to your letter in a more comprehensive manner within the next week.

George Parker
President

On Apr 22, 2009, at 2:29 PM, Nasaunders@aol.com wrote:

[Big savings on Dell XPS Laptops and Desktops!](#)
<ltr to Parker, Weingarten and Jackson.doc>

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#14.



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

OFFICE OF THE DEPUTY CHANCELLOR
825 North Capitol Street, NE, 9TH Floor
Washington, D.C., 20002-1994
(202) 442-5885 – fax: (202) 442-5026

December 24, 2008

Mr. George Parker, President
Mr. Nathan Saunders, General Vice President
The Washington Teachers' Union
Suite 7200
490 L'Enfant Plaza, S.W.
Washington, DC 20024

Dear George and Nathan:

We have received a report that Nathan visited Turner at Green Elementary School at Green on Monday, December 22, to discuss 90-day plans with teachers there.

We understand that Nathan had no appointment and did not contact the principal or report to the school's administrative office upon entering the building. As you know, Article XXXII B of the collective bargaining agreement provides that "Union officials, upon their arrival at the school, shall inform the supervisor, or designee of their presence." WTU officials are always welcome to visit school buildings, but we must ask that you comply with this requirement when you arrive at a school.

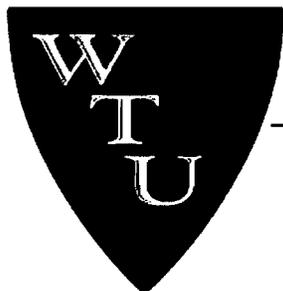
We have also been advised that, during his meeting with teachers at Green on Monday, Nathan said that certain teachers are being targeted for 90-day plans and that the Chancellor is requiring that three teachers per school be put on 90-day plans. These statements, if Nathan made them, are false. We expect them not to be repeated. If they are, we will pursue all available legal options.

Sincerely,

Kaya Henderson
Deputy Chancellor

cc: Michelle Rhee, Chancellor
James Sandman, General Counsel
Robert Gregory, Principal

#15.



Washington Teachers' Union

Local 6 of the American Federation of Teachers, AFL-CIO

January 14, 2009

Kaya Henderson
Deputy Chancellor
District of Columbia Public Schools
825 North Capitol Street, NE, 9th Floor
Washington, DC 20002

H / S.

Ref: Foundation and allegations related to Turner Elementary School Union Meeting.

Dear Ms. Henderson,

Your correspondence, dated December 24, 2008 regarding my actions at Turner Elementary School, is fallacious. Its conclusion is incorrect based on numerous faulty premises. It is apparent that, relying on hearsay information, you chose to spend Christmas Eve directing a threatening letter to my attention. You ended that letter with, "...These statements, if Nathan made them, are false. We expect them not to be repeated. If they are, we will pursue all available legal options." I conclude this language to be a threat, from a District of Columbia government official, to retaliate for union activity.

Firstly, you erred by stating that I did not sign-in upon arrival at Turner Elementary School or report to the school building office. Check the sign-in sheet at the guard's desk, and you will determine that I did sign in. I have no responsibility to make an appointment with a principal to see a teacher on the teacher's personal time, after duty hours, or other times allowed by the collective bargaining agreement. DCPS management should not and does not know of teachers with whom I communicate and for good reason. Your letter exemplifies confusion which emanates from union members advising management of what other union members and officials allegedly state in the sanctity of a union meeting. Please identify your source of this information, correct the record, and apologize promptly.

Review of primary law sources including but not limited to constitutions, administrative regulations, statutes, and court opinions point out that you, a representative of management, have no attachment to a union meeting's agenda or discussion. Furthermore, you have no privilege or authority to that information or the parties engaged. In fact, the law specifically states the union must represent its members – and not be unduly influenced by management. In affirmation to that, I will not discuss what union members said in a WTU union meeting forum with you. Your letter, which is in direct contradiction to the well-understood doctrine hence "... we will pursue all available legal options" is baseless and a waste of ink.

When mistakes such as yours occur, a teachable moment surfaces in a sea of ignorance. Probably your most pressing concern centers on discussions of Chancellor Rhee's retaliatory implementation of 90-day plan provisions as a reprisal tool, against teachers, for not agreeing to her contract proposal. The "three teachers per school quota" is regularly being discussed as the rule of thumb; and because I am personally aware of some schools which have reported as many as 11 teachers and complete academic departments being placed on the plan, I think the quota is quite conservative. Frankly, I estimate as many as 300 teachers are on this plan based on my professional opinion and experience with personnel policies of DCPS. Individuals who are impacted by this process represent, disproportionately, minorities, women, individuals over the age of 40, veteran educators, certified teachers, supporters of tenure and unions, and those having recently engaged in political speech in some form. Individuals have been impacted irrespective of their successful past performance teaching practices or their ability to acquire those teaching skills. Some teachers even report they are victims because they do not volunteer for extra curriculum activities, due to family commitments and other personal factors.

Single-handedly, Chancellor Rhee has the ability to correct any speculation about the facts concerning these individuals at no cost to the government, threats, or abuse of governmental power. She has a duty to every teacher to comply in good faith with the WTU's contractual

right to information as addressed more specifically in Article X: Information Available to the Union and Article XI. Transparency and Disclosure of Information. By refusing to disclose the substantive facts, deductions may properly follow that Chancellor Rhee is only interested in terminating teachers. Until such time as the Chancellor acts in good faith, is forthcoming with information she is required to release, and respects this union and its members, I am obligated to discuss my professional opinion supported by the facts as I know them.

Finally, it is my belief that I have addressed your real concerns. In the future, should you have any questions regarding my activities as it relates to DCPS, feel free to inquire with me directly. This would eliminate arguments based entirely on hearsay, which ultimately create opportunities for errors in judgment.

Regards,

Nathan A. Saunders
General Vice President
Washington Teachers' Union, AFT Local 6, AFL-CIO

cc: Mayor Adrian Fenty, Mayor, Washington DC
George Parker, President, WTU
Michelle Rhee, Chancellor, DCPS
Randi Weingarten, AFT President
Joshua Williams, President, Metropolitan Washington Council (AFL-CIO)
James Sandman, General Counsel, DCPS
Lena Brahame, WTU Building Representative (Turner@ Green ES)
WTU Members (Turner@Green ES)
Robert Gregory, Principal
WTU Executive Board Members & Trustee Members



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

OFFICE OF THE DEPUTY CHANCELLOR

825 North Capitol Street, NE, 9TH Floor

Washington, D.C., 20002-1994

(202) 442-5885 - fax: (202) 442-5026

January 30, 2009

Mr. Nathan Saunders
1125 Bellevue Street, NE
Washington, DC 20032

Dear Mr. Saunders:

The collective bargaining agreement provides that, "Upon proper application, permanent teachers may be granted a leave of absence without pay for one (1) school year to serve as a full time employee of the Union." You applied for and were granted a leave of absence from the District of Columbia Public Schools for full-time union service from February 16, 2006 through February 15, 2007.

We have received no application from you for any leave of absence after February 15, 2007. Under these circumstances, the Memorandum of Understanding between DCPS and the Washington Teachers' Union provides that you "... return to regular service within DCPS at a position comparable (but not necessarily the same) to the position held prior" to your employment with the Washington Teachers' Union. Because you have not applied for any renewal of union-service leave, we assume, pursuant to the Memorandum of Understanding, that you intend to return to regular service within DCPS.

If our assumption is incorrect, please provide us with an explanation. If you want to secure a teaching position, please let us know. In either event, you need to contact Peter Weber, Interim Director of Human Resources, by Friday, February 13, 2009, to resolve this issue.

Should you have any questions, please contact me at 202-442-5012.

Sincerely,

(copy provided for reference)

Kaya Henderson
Deputy Chancellor

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cc: Michelle Rhee, Chancellor, DC Public Schools
George Parker, President, Washington Teachers' Union
Peter Weber, Interim Director of Human Resources, DC Public Schools