

PARKER ATTACHMENT 14



DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

Office of the Deputy Chancellor

9 July 2010

Nathan A. Saunders
3224 Wheeler Road SE
Washington, DC 20032
nasaunders@aol.com

Dear Mr. Saunders,

I am writing on behalf of Chancellor Rhee regarding your leave of absence request. We have received the Memorandum of Agreement submitted June 29, 2010 to authorize a leave of absence for WTU service. According to Section 17.9 of the collective bargaining agreement:

17.9.1 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 WTU pursuant to D.C. Code 1-612.03(p). Such leave of absence shall be renewable on an annual basis upon request of the Teacher and the President of the WTU.

17.9.2 Teachers shall be on a leave of absence from their positions as employees with DCPS and shall suffer no loss in benefits during their service, but the pay and benefits cost to DCPS shall be repaid by the WTU.

17.9.3 The annual term of the leave shall be from July 1 to June 30.

17.9.4 Teachers shall be required to reapply annually for WTU service no later than June 1.

17.9.5 A Teacher returning from WTU Service Leave, as defined in this section, shall have the right to return to his/her former or comparable position.

We are also in receipt of the following correspondence from President Parker, also submitted June 29, 2010:

Chancellor Rhee,

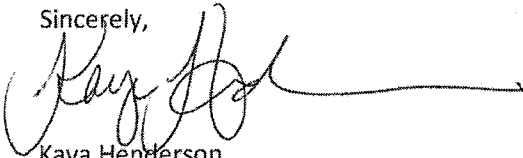
I just reviewed General Vice President's Saunders letter. Please be informed that the WTU Executive Board has passed a resolution directing me as WTU President not to request from DCPS a leave of absence for Mr. Saunders to work for the Union for SY 2010-2011. Therefore, as WTU President, I will not sign-off on Mr. Saunder's leave request, thereby, fulfilling my Constitutional responsibility to comply with the WTU Executive Board's Order. At this time, the WTU is not officially requesting that General Vice President Saunders be granted leave of absence to work for the union for SY2010-2011. Should the Executive Board modify it's order at a subsequent date in the future, DCPS will be informed.

George Parker
President

Given the clear indication that the WTU is not requesting a leave of absence on your behalf for WTU service, DCPS cannot approve the Memorandum of Agreement you submitted. Please also note that the dates indicated in your submitted document (February 16 to February 15) are inconsistent with the agreed upon term of the leave (July 1 to June 30).

As you know, you have the right to return to your former or comparable position. Please advise as to how you'd like to proceed.

Sincerely,



Kaya Henderson
Deputy Chancellor

cc: Michelle Rhee, Chancellor, DCPS
George Parker, President, Washington Teachers' Union