

COMMUNITY COLLEGE SYSTEM of NEW HAMPSHIRE  
26 COLLEGE DRIVE  
CONCORD, NH 03301

EDUCATIONAL LEAVE AGREEMENT

I, \_\_\_\_\_, in consideration of the grant of an educational leave of absence for \_\_\_\_\_ months from the position of \_\_\_\_\_ in the employment of the \_\_\_\_\_ and the Community College System of New Hampshire (CCSNH), for the purpose of engaging in \_\_\_\_\_

(Check where inapplicable)

- A) with half compensation at present rates, plus any authorized increases thereto in the future
- B) with longevity benefits
- C) with health, dental and life insurance benefits
- D) with continued retirement deductions at the individual's normal percentage rate on the salary being paid during the leave time
- E) without annual increments, holiday pay, annul leave, sick leave, or seniority while on such leave

I, \_\_\_\_\_, make the following agreements with the Community College System of New Hampshire, which are understood and intended by each party to this agreement to be enforceable in a court of appropriate jurisdiction:

1. On the termination of this educational leave, to return to the CCSNH and to fulfill the responsibilities of said position, or any other position to which I may be assigned by the CCSNH with compensation equal to or exceeding that of said position, for a period of time at least equal to the length of absence due to this educational leave, and during such employment to fulfill faithfully all rules of the College, CCSNH, and the State of New Hampshire applicable to said position.
2. To work in any area of the College in which CCSNH may require my services, provided that such assignment would not constitute a severe hardship to me, and provided further that any failure of mine to fulfill this obligation shall subject me to discharge at the option of the CCSNH.
3. That if this education leave is terminated because the institution noted above cancels my enrollment for any fault or failure of mine, academic or otherwise, or because I fail to fulfill the educational activities as agreed upon the CCSNH shall have the option to discharge me.

4. If I fail to perform my obligation under paragraphs 1 and 2 above to pay the Community College System of New Hampshire an amount bearing the same relation to the total value of said compensation, together with payments for any fringe benefits made by the CCSNH on my behalf with respect to my employment. The CCSNH waives the right in the event I sustain a debilitating injury or death.
5. That I may not raise any set off or counterclaim against the CCSNH in any action brought by the CCSNH to collect any amount due from me to the CCSNH under paragraph 4 above.
6. That if on the effective date of my resignation or discharge giving rise to an obligation from me to the CCSNH under paragraph 4 above, or at any time thereafter, any amount is or becomes due from the CCSNH to me as compensation for my services, or for any other reason, the CCSNH may withhold all or a portion of said amount for the purpose of satisfying the obligation claimed by the CCSNH under paragraph 4 above.
7. That in any action in which an amount is found due from me to the CCSNH under paragraph 4 above, the CCSNH shall in addition to said amount be entitled to an award of costs and a reasonable amount as attorneys' fees.

In witness whereof, I sign this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Employee Signature

**Entering your name in the signature field implies that the information you have entered is accurate to the best of your knowledge.**

STATE OF NEW HAMPSHIRE

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ (name of employee).

\_\_\_\_\_

Notary Public/Justice of the Peace

\_\_\_\_\_

Date Commission Expires