

MASTER CONTRACT

**Weare Educational Support Staff
AFT Local 6349, AFT-NH, AFL-CIO**

And

Weare School Board

July 1, 2010 – June 30, 2013

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PREAMBLE

The Weare School Board (hereinafter "the School Board") and the Weare Educational Support Staff, AFT Local #6349, AFT-NH, AFL-CIO (hereinafter "the Union"), hereby enter into the following Agreement.

ARTICLE 1 – RECOGNITION

1.1 The School Board recognizes the Weare Educational Support Staff, AFT Local #6349, AFT-NH, AFL-CIO for purposes of collective negotiations according to RSA 273-A as the exclusive representative of all paraprofessionals employed by the Weare School District, as certified in New Hampshire Public Employee Labor Relations Board Decision No. 2006-082.

1.2 Definitions. The following list of terms will be used frequently in this agreement and when they are used they will refer to the definitions described below unless otherwise stipulated:

1. The term "school" means any work location.
2. The term "employee" means a person included in the bargaining unit.
3. The term "Board" means the Weare School Board or any of its agents.
4. The term "Union" means the Weare Educational Support Staff.

ARTICLE 2 – NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.

2.2 The Union will notify the School Board of its intent to negotiate no later than August 1 of the year before the expiration of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District; (d) to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employees; (e) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (f) to maintain the efficiency of government operations; (g) to relieve employees from duties because of lack of work or for other reasons; (h) to determine the methods, means and personnel by which operations are to be conducted; (i) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining

unit employees; and (j) to take actions as may be necessary to carry out the mission of the District in emergencies.

3.2 The School Board may, at its discretion, adopt either a days-based school year or an hours-based school year under N.H. Admin. R. Ed 306.18. The Board shall determine the number of student hours and days per year.

3.3 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

ARTICLE 4 – UNION RIGHTS

4.1 The Union will have the right to use school buildings, without cost, immediately before and after school for meetings, provided that there is no disruption in school activities. A request for the use of the building will be made to the principal in advance.

4.2 The Union may use school equipment (e.g., computers and copy machines) for Union activities, provided advance notice is given to the building principal and such equipment is not otherwise in use. However, the Union will reimburse the District for the cost of expendable material.

4.3 Designated representatives of the Union shall be allowed to utilize District telephones, mailboxes and e-mail, provided that there is no disruption of school activities. All materials placed in mailboxes or an e-mail by Union representatives shall bear the name of the Union. The Union acknowledges that the District may review e-mail communications, and that any communications through the District e-mail system accordingly are not private or confidential.

4.4 The Union shall be given sufficient time at the beginning of the year to explain Union activities to para-educators.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; (5) a complaint concerning evaluation of an employee's performance; (6) any matter listed in Article 3; (7) expiration of a letter of agreement, severance with 10 work days notice and expiration of an assignment; and (8) any matter which this Agreement states shall not be subject to the grievance process.

5.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) days of its occurrence.

A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.

B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

5.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal.

5.4 Formal Procedure:

A. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.

B. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the superintendent within five (5) days after receipt of the principal's decision or, if none, no later than five (5) days after the deadline for the principal's written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the superintendent.

C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the grievance may be appealed to the School Board within five (5) days after receipt of the superintendent's decision or, if none, no later than five (5) days after the deadline for the superintendent's written decision. The appeal to the Board shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance and the decisions at Steps 1 and 2. The Board may communicate its decision in writing to the employee within thirty (30) days after receipt of the appeal to the Board.

Step 4 (Arbitration): If the grievance is not resolved to the employee's satisfaction at Step 3, the employee shall notify the Union within five (5) days of receipt of the Board's decision or, if none, within five (5) days after the deadline for the Board's written decision. If the Union determines that the matter should be arbitrated, it shall so advise the superintendent in writing within ten (10) days of receipt of the grievant's request.

5.5 The following procedure shall be used to secure the services of an arbitrator.

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Union and the superintendent rosters of persons qualified to function as an arbitrator.

B. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

C. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Union.

5.6 The arbitrator's decision shall be final and binding. The arbitrator shall issue his decision to the District and the Union within 30 days after the close of the arbitrator's hearing.

5.7 For purposes of Article 5, "days" shall mean school days, except that during summer school vacation, days shall mean Mondays through Fridays excluding holidays.

5.8 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

5.9 A Union representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.

ARTICLE 6 – DISCIPLINARY PROCEDURES

6.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.

6.2 Expiration of a letter of agreement, severance with 14 calendar days notice per Section 7.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure.

6.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

6.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.

6.5 Complaints about an employee that are found not to be substantiated shall not be placed in the employee's personnel file. Employees shall be notified promptly about any complaint(s) which

may be made against the employee, performance issues or other work related issues. Unfounded concerns or complaints shall not be deemed the basis for taking adverse action against an employee and shall not be placed in the employee's personnel file.

ARTICLE 7 - LETTER OF AGREEMENT

- 7.1 The District shall provide by June 1st of each year, for continuing employees only, a letter of agreement to reemploy, including the expected position, expected assignment, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that the School District may end the employment of the individual holding that position by providing 14 calendar days written notice. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.
- 7.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by June 15th. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
- 7.3 Once an employee returns a letter of agreement by June 15th, should a change in the expected terms of employment or employee's assignment be contemplated by the District, the employee shall be consulted prior to any change being made.
- 7.4 Each employee shall be provided with a copy of his/her job description. Upon revision of a job description, the employee shall be provided with an updated copy.
- 7.5 Notwithstanding any other provision in this Agreement, an employee may be assigned and re-assigned to any position at any time at the discretion of the superintendent or his/her designee, provided the employee is consulted and the Superintendent or his/her designee determines that the assignment or re-assignment is in the best interests of the School District. This includes, but is not limited to, assignment and reassignment between buildings, grades, students, and regular or special education.
- 7.6 Each year for those individuals whose employment commences at the start of the school year, the work days shall include one non-instructional day, which shall be prior to the first instructional day for students on the same day as the SAU meeting.
- 7.7 In the event of a cancelled school day which is not made up by the District, the employees shall suffer no loss in pay. Also, in the event of a late start or early release day, employees shall suffer no loss in pay.
- 7.8 Except in emergencies, employees shall receive an uninterrupted and duty-free paid lunch of at least 25 minutes each day.

ARTICLE 8 – EVALUATION PROCEDURES

8.1 Supervision of employees is the responsibility of each principal.

8.2 Each principal or his/her designee is responsible for evaluating the non-teaching personnel who work in that principal's building. The principal shall make a written annual evaluation report to the superintendent concerning each employee in his/her building.

8.3 A copy of the principal's annual evaluation report shall be given to the employee, and the employee shall be given an opportunity to discuss the evaluation report with the principal.

8.4 The employee's signature on the evaluation report shall not necessarily indicate the employee's agreement with the contents of the evaluation report. The employee shall have the right to make a written reply to the evaluation report, and any such reply shall be attached to the evaluation report.

8.5 In the event any deficiency or area of improvement is noted on the employee's evaluation plan, the employee and administrator will meet to review together a plan developed by the Administrator for the employee's improvement for the upcoming year. The employee shall be provided a reasonable opportunity to provide input and make recommendations on the improvement plan. The employee is entitled to have a Union Representative attend these meetings.

ARTICLE 9 – COMPENSATION

9.1 Wages:

9.1.1 Employees shall be paid wage rates in accordance with the wage schedules that are attached in Appendix A. Employees who are off the wage schedule shall receive annual increases of \$.45 per hour effective July 1, 2011 and \$.50 per hour effective July 1, 2012.

9.1.2 Generally, no new employee shall be placed at a higher step on the wage schedule than the highest step for current employees who have equivalent experience. However, exceptions may be made if the Superintendent determines that there is an unavailability of qualified candidates at the otherwise applicable wage rate, or that the candidate should receive extra credit for prior relevant experience. In the event there is a determination to pay a new hire at the higher level, the Union shall be notified and provided with an explanation of the circumstances.

9.1.3 An employee who actually worked more than 50 percent of the work days for the employee's position during the prior year shall receive credit for one full year of experience.

9.1.4 An employee who works more than 50 percent of the work days for the employee's position per Section 9.1.3 will advance one step on the wage schedule annually. However, an employee may be held at step if the Superintendent concludes that the employee's performance was unsatisfactory during the prior year. An employee may appeal the Superintendent's decision to hold him/her at step to the School Board.

9.1.5 In addition to the wage rates in Appendix A, para-educators who are designated in their letters of agreement or during the course of the year to provide intense personal care such as

feeding, toileting, and/or ongoing supervision requiring repeated intensive physical interventions shall receive \$1.00 per hour differential.

9.1.6 In addition to the wage rates in Appendix A, employees who have completed 10 or more consecutive years of service to the School District shall receive annual longevity as follows:

In the Year After Completing the Employee Will Receive

		<u>Effective 7/1/2011</u>
10-15 consecutive years of service	\$500	\$600
16-20 consecutive years of service	\$750	\$900
21-25 consecutive years of service	\$1000	\$1250
More than 25 consecutive years of service	\$1250	\$1500

Longevity will be paid in a separate, lump sum payment on or before December 1st each year based on years of service completed on November 1st of that year.

Notwithstanding the consecutive years requirement, for those employees who were employed by the School District during the 2006-07 school year, the years of service required to receive this benefit may be either consecutive or non-consecutive years of service. Each year that an employee actually works at least 634 hours in a position in this bargaining unit shall be deemed to be a year of service for purposes of this benefit.¹

9.1.7 Holidays

Effective July 1, 2011 all bargaining unit employees shall receive Thanksgiving and Christmas as paid holidays. The employee shall be paid an amount equal to their normal daily rate of pay.

Effective July 1, 2012 all bargaining unit shall receive Thanksgiving, Christmas and New Year's Day as paid holidays. The employee shall be paid an amount equal to their normal daily rate of pay for each holiday.

9.2 When an employee is assigned to substitute for a teacher for less than sixty (60) minutes, the employee shall receive no compensation in addition to his/her regular wages. When an employee is assigned to substitute for a teacher for a full school day, the employee shall receive his/her regular wages or the substitute teacher per diem, whichever is greater, plus an additional \$35.00. When an employee is covering for a para-educator who receives the additional \$1.00/hour intensive needs pay per Section 9.1.5, the covering para-educator shall receive the \$1.00 per hour for all time worked in excess of sixty (60) minutes.

9.3 When an employee actually works more than 40 hours in one week, the District and the employee may mutually agree in advance in writing for the employee to receive compensatory time off in lieu of overtime pay.

¹ The parties agree that employees' years of service through the 2006-07 school year will be as set forth on the employee list that is attached to the tentative agreement if the employees actually work at least 634 hours during 2006-07.

9.4 Subject to the insurance carrier's permission, employees may purchase health insurance at their own expense in any health insurance plan that the School Board offers to teachers through its collective bargaining agreement with the Weare Education Association.

Health Benefit Plan

9.5 Employees who work at least 35 hours per week and at least 181 days per year shall be eligible to participate in the District's Health Care Reimbursement Plan. The District's contribution to the Plan per employee shall be \$600 effective in 2009-10 and \$800 effective on July 1, 2012. Employees are eligible to receive any or all of this amount for the payment of medical or dental insurance premiums. It is understood that the employee will need to inform the District of how they will utilize these funds during the open enrollment period. Any unused amount estimated for premiums will be put towards the employee's health reimbursement card. The employee will be responsible for providing the necessary documentation of payment of premiums and the District shall reimburse the employees for these amounts up to the amounts stated in this provision.

ARTICLE 10 – LEAVES

10.1 Sick Leave: Employees who work at least 35 hours per week and at least 181 days per year shall earn 0.8 paid sick days per month (8 days per full school year), up to a maximum accrual of 50 days. Sick leave for other employees shall be prorated in accordance with the number of hours and days worked.

10.2 Personal Leave:

10.2.1 Employees who work at least 35 hours per week and at least 181 days per year may use up to 3 sick days per calendar year as paid personal leave.

10.2.2 Personal leave may be taken for urgent personal business that cannot be conducted outside school hours, subject to the principal's approval. Personal leave may not be used for recreation. The employee shall provide at least 48 hours advance notice to the principal of the need to take personal leave, except in emergencies.

10.2.3 Personal leave may not be accumulated and carried over year-to-year.

10.3 Union Leave: The president of the Union or his/her designee shall be granted one day of paid leave per year to be used for Union business. These days can be used in half day increments. The principal shall receive at least 48 hours advance notice of the need to take such leave, except in emergencies.

10.4 Bereavement Leave: An employee will be granted up to 4 days of paid bereavement leave per occurrence in the event that a member of the employee's immediate family dies. "Immediate family" means spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparent or step-equivalent. Additional days of paid bereavement leave may be granted at the discretion of the Superintendent of his/her designee.

10.5 Professional Development Leave: Subject to the prior approval of the Principal and the Superintendent, paid leave may be granted for an employee to attend a workshop, conference or training session that is related to the employee's position.

10.6 Jury and Military Leaves: For a maximum of two weeks, an employee who is called to serve jury duty or military duty that cannot be postponed or deferred will be paid the difference between his/her pay for such service and the amount that the employee would have earned from the School District based upon the employee's usual hours. Satisfactory evidence of the service and the amount paid for the service must be provided to the Principal.

10.7 Unpaid Leave: Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the superintendent. The superintendent's decision shall not be subject to the provisions of the grievance procedure.

ARTICLE 11 – DUES AND DEDUCTIONS

11.1 Upon individual written authorization by an employee who is a member of the Union, the District agrees to deduct from the pay of such employee the current Union dues, as certified to the District by the Treasurer of the Union. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the

Union at least once per month. An employee's written authorization shall continue in effect each year until the Superintendent or his/her designee and the Union receive written notification between June 1st and June 30th in any year that the employee is rescinding previous authorization for such deductions.

11.2 Should there be a dispute between an employee and the Union over the matter of deductions, the Union agrees to defend, indemnify and hold harmless the District in any such dispute.

11.3 The dues deduction authorization form is attached hereto as Appendix B.

ARTICLE 12 – REDUCTION IN FORCE

12.1 The Board and administration shall have the authority to determine the number and qualifications of employees.

12.2 In the event the Board and administration determine that it is necessary to conduct a reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.

12.3 If further reduction in force is necessary, the administration shall choose employees for layoff based upon assessment of the employee's ability, qualifications, experience and performance. If all these factors are relatively equal in the judgment of the Superintendent or his/her designee, the employee(s) with the least seniority shall be laid off first.

12.4 "Seniority" shall be calculated from the date that an employee commenced his/her current term of continuous employment by the School District in a position in this bargaining unit.

ARTICLE 13 – MISCELLANEOUS

13.1 A copy of this Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board after it is approved by the School District's legislative body and signed by representatives of the Board and the Union.

13.2 An employee may review and make copies of documents in his/her personnel file during regular business hours with at least one business day of advance notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Union accompany him/her during review of the personnel file. An employee may respond in writing to material contained in his/her personnel file, and such response shall be made part of the file.

13.3 Employees shall not be required to use personal equipment on school premises.

13.4 When a position in this bargaining unit is vacant, the Superintendent or his/her designee will post notice of the vacancy in each school. The posted notice will include the job title and a general description of requirements for the position. Posted notices of vacancies shall remain on display for at least five (5) calendar days. Current employees who apply to transfer to a posted position shall be given an opportunity to interview for the vacancy if they are qualified for the position and to apply in accordance with the terms of a posting shall be considered and given an opportunity to interview for the vacancy.

13.5 Employees shall not be responsible for arranging for their own coverage when they are on an excused absence or attending to other required responsibilities such as field trips.

13.6 No employee shall be required to dispense or administer medication unless it is part of the employee's job description and the employee has received the necessary

training to do so. The costs associated with receiving such training shall be borne by the School District.

13.7 No employees who were employed during the 2006-07 school year will have their hours reduced due to the School District adopting an hours-based school year. However, the School District retains the right to adjust employees' hours for reasons other than adopting an hours-based school year (e.g., student needs, school days cancelled due to weather and not made up, changes in enrollment, etc.).

ARTICLE 14 – SEPARABILITY

14.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instance, The School Board and the Union shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 15-LABOR MANAGEMENT CONSULTATION

15.1 In an effort to address matters that have an impact on the operation of the Weare School District and the para-educators, either party to this agreement may request a consultation to address issues including but not limited to para-educator performance evaluations, employee input over assignments, Para-Educator II certification, assignment, nature and distribution of duties and student drop-off/ pick-up. Each party may designate up to three (3) individuals to participate in the consultation with the three (3) individuals for the Union being union officers and/or their designees. The Staff Representative from the AFT-NH shall be permitted to attend these sessions provided notice is given to the other side. The District may also invite an additional resource person with notice to the other side. These consultations are not intended for the purpose of addressing grievances. These sessions shall occur at least quarterly and the parties shall jointly prepare an agenda in advance for each session.

ARTICLE 16 – DURATION

16.1 This Agreement shall be in full force and effect from July 1, 2010 through June 30, 2013.

AGREED to by and between the parties, as evidenced by the signatures of their duly authorized representatives, set forth below this 10th, day of JUNE, 2011.

16.2 The Union agrees to provide the PEIRB with a copy of this Agreement within fourteen (14) days of its execution.

For the Weare Educational Support Staff
AFT Local #6349, AFT-NH, AFL-CIO

Anna Hram President

For the Weare School Board

[Signature]

APPENDIX A -- WAGE SCHEDULES

	0%	1.75%	2.00%
Step	2010-11	2011-12	2012-13
0	\$10.00	\$10.18	\$10.38
1	\$10.25	\$10.43	\$10.64
2	\$10.50	\$10.68	\$10.90
3	\$10.75	\$10.94	\$11.16
4	\$11.00	\$11.19	\$11.42
5	\$11.25	\$11.45	\$11.68
6	\$11.50	\$11.70	\$11.94
7	\$11.75	\$11.96	\$12.19
8	\$12.00	\$12.21	\$12.45
9	\$12.25	\$12.46	\$12.71
10	\$12.50	\$12.72	\$12.97
11	\$12.75	\$12.97	\$13.23
11+	\$.50 increase	\$.45 increase	\$.50 increase
Please refer to Article 9.1 .			
No steps or \$.50 increase for 2010-11			

APPENDIX B -- DUES DEDUCTION AUTHORIZATION

Effective _____, I hereby request and authorize you to deduct union dues in the amount established by the Weare Educational Support Staff, AFT Local #6349, AFT-NH, AFL-CIO in equal gross installments. The amount shall be paid to the TREASURER of the Weare Educational Support Staff, AFT Local #6349, AFT-NH, AFL-CIO and represents payment for my union dues. I understand that I may rescind this authorization by written notice to the Union and the Superintendent of Schools or his/her designee between June 1 and June 15th of any year.

NAME _____ DATE _____
(print)

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

HOME PHONE: _____

POSITION _____

SCHOOL _____

EMAIL _____

SIGNATURE _____ DATE _____