



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

May 23, 2017

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

The New Hampshire Employment Security Department requests **retroactive** authorization to enter into an Educational Tuition Agreement and to pay costs not to exceed one-thousand dollars (\$1,000).

INSTITUTION: College for America at Southern New Hampshire University
25 North River Road
Manchester, NH 03106

COURSES: **May 1, 2017 to October 31, 2017**

EMPLOYEE: Heather Johnson

FUNDING SOURCE: 02-27-27-270010-80400000-066-500544
Employee Training/ Educational Training (Tuition)

TOTAL TUITION COST: \$3,000

STATE SHARE:: \$1,000- Agency Income

SOURCE OF FUNDS: New Hampshire Employment Security Training Line

EXPLANATION

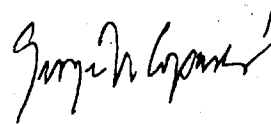
The Department of NH Employment Security encourages and supports employees who wish to further their professional growth through continuing education in disciplines that are mutually advantageous. This **retroactive request** is the result of a misunderstanding where the department was under the impression the new educational term started July 1, 2017. This was incorrect as the new term started on May 1, 2017.

College for America at Southern New Hampshire University has partnered with the State of New Hampshire to provide state employees with low-cost, competency-based associate and bachelor degree programs. Students are expected to complete 120 competencies – twenty-four (24) goals during this two (2) year program. Each goal is matched to a specific course offered by Southern NH University, creating a very comprehensive program. The competence-based goals allow working adults to complete college degrees through practical, skill based school work. The student will demonstrate master in competency areas through the course criteria set within each total. These goals will provide the employee with real life experience through situations geared toward their current business practices and job expectations.

This employee has worked for the Department for seven (7) years and is currently a Program Specialist III in the Legal – Collections Section. In her current role she supervises six employees and provides programmatic support and technical assistance in the coordination and investigation of collection activities for delinquent employment tax and unemployment compensation benefit accounts. The employee will be pursuing a Bachelor of Arts degree in Management, with a Concentration in Public Administration. Further development of the employee's business skills and knowledge of management practices will build upon the employee's competency in interfacing with external stakeholders and interagency personnel. Successful completion of the program will add to the overall strength of the Department to perform its mission to the employers of New Hampshire.

The employee will be completing projects on her own personal time. A fully executed tuition agreement is attached.

Respectfully submitted



Approved by: George N. Copadis
Commissioner

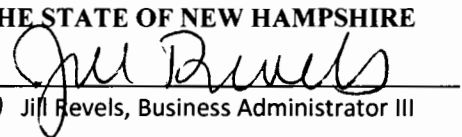
THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 22nd day of May, 2017 by and through the Department of Administrative Services (hereinafter referred to as the "State") and Heather Johnson (hereinafter referred to as the "Recipient"). The **State** and the **Recipient** do hereby mutually agree as follows:

1. Contingent upon approval by Governor and Council, the State shall pay to the named institution the sum of \$1,000, which monies shall be used for the purpose of enrolling the Recipient in: Bachelors of Arts in Management, Concentration in Public Administration (*course name*) which course(s) is being offered by Southern NH University and which course(s) shall commence on May 1, 2017 and terminate on October 31, 2017.
2. The Recipient shall complete and achieve a passing grade in each course named in paragraph 1.
3. Should the Recipient fail to complete or achieve a passing grade in each course named in paragraph 1, the Recipient shall pay to the State the sum set forth in paragraph 1, provided, however, that if more than one course is named in paragraph 1, the amount which shall be paid to the State shall be calculated on a pro rata basis.
4. Upon the satisfactory completion of the courses named in paragraph 1, the Recipient shall continue in the employ of the State in his/her current position (or in such other position, at equal or greater compensation, to which he/she may be assigned) for a period of six (6) months.
5. The Recipient shall work in any area of the State to which he/she may be assigned, provided that such assignment will not constitute a severe hardship to said Recipient.
6. Should the Recipient breach any of the conditions set forth in paragraphs 4 and 5, the Recipient shall pay to the State a sum equal to all monies previously paid by the State for the Recipient pursuant to the Agreement, provided, however, that the Recipient shall receive a credit for each month in which he/she is employed by the State subsequent to the date upon which the named course(s) are satisfactorily completed, the value of said credit to be calculated on a pro rata basis.
7. The Recipient shall not raise any setoff or counterclaim against the State in any action brought by the State to collect any amount due under this agreement.
8. Should any amount be found to be due the State in any action brought against the Recipient pursuant to this Agreement, the State shall, in addition to said amount, be entitled to an award of costs and a reasonable amount in "attorney" fees.

IN WITNESS WHEREOF the representatives of the State, in his/her official capacity only, and without personal liability, and the Recipient, have hereunto set their hands on the date first above written.

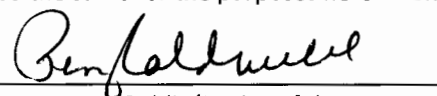
RECIPIENT
(signature) 
(printed name) Heather Johnson

THE STATE OF NEW HAMPSHIRE
(signature) 
(printed name, title) Jill Revels, Business Administrator III

STATE OF NEW HAMPSHIRE, COUNTY OF Merrimack

On this the 24 day of May, 20 17, before me, Heather Johnson the undersigned officer, personally appeared, Heather Johnson (*recipient*) known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes herein contained.

In witness whereof I hereunto set my hand and official seal.


Notary Public/Justice of the Peace
My Commission Expires: 9-18-18