



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

BUREAU OF HUMAN RESOURCE MANAGEMENT

Jeffrey A. Meyers
Commissioner

Marilyn G. Doe
Director

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May 23, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, to enter into an educational tuition agreement and to pay said costs in an amount of \$696.00 as follows:

Institution: NHTI – Concord's Community College,
31 College Drive
Concord, NH 03301

Course Title(s): Intro to Literature

Course Date(s): Begin: 07/02/2018
End: 08/24/2018

Employee: Briana Miller

Funding Source: 05-95-95-953010-56770000-066-500544

Total Cost of Course(s): \$696.00

State Share: \$696.00

Source of Funds: Employee Training, 100% General

EXPLANATION

The Department of Health and Human Services encourages and supports employees who wish to further their professional growth through continuing education in disciplines that are mutually advantageous.

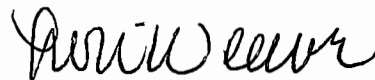
The employee, Briana Miller, has been employed by the Department for over 18 years and has been in her current position as a Fraud Investigator with the Special Investigations Unit since December 2013. Her responsibilities include questioning suspects, parties, and witnesses relating to alleged violations and making recommendations for corrective action. Taking sworn statements and depositions for administration and judicial hearings, summarizing and preparing reports and evidential material for court testimony, consulting with prosecutors on cases referred for felony indictment, presenting cases to the Grand Jury to seek felony indictment and testifying in court as a witness, and reviewing criminal records on convicted parties in order to make judgements on plea bargaining and sentence recommendations.

This course, entitled Intro to Literature, focuses on analyzing text to understand the role of literature in culture. Learning outcomes would contribute to Ms. Miller's value in her current position and is a required course for Ms. Miller to earn her degree and further her education. This course is part of Ms. Miller's goal of further advancing in her career with the State of New Hampshire by earning her Associate's degree and eventually her Bachelor's degree. Successful completion of the program will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

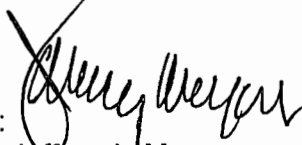
This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori Weaver
Associate Commissioner Operations



Approved by:

Jeffrey A. Meyers
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 14th day of May 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Briana Miller (hereinafter referred to as the "Recipient"). The State and the Recipient do hereby mutually agree as follows:

- 1. The State shall pay to the named institution the sum of \$696.00, which monies shall be used for the purpose of enrolling the Recipient in: Intro to Literature (course name), which course(s) is being offered by NHTI and which course(s) shall commence on July 2, 2018 and terminate on August 24, 2018.
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) [Handwritten Signature] (printed name) Briana Miller

NOTARY State of New Hampshire, County of Merrimack :

On this the 14 day of May, 2018, before me, J. Scot Vinovich, the undersigned officer, personally appeared, Briana Miller (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.

[Handwritten Signature]
JONATHAN SCOT VINOVIK, Justice of the Peace
My Commission Expires August 5th 2020

THE STATE OF NEW HAMPSHIRE

(signature) [Handwritten Signature] (date) 6.5.18

(printed name, title) Lori Weaver, Associate Commissioner