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Jeffrey A. Meyers  
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9389 1-800-852-3345 Ext. 9389  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 31, 2019

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 \$1,500.00 as follows:

Institution: Southern New Hampshire University – College for America  
2500 North River Road  
Manchester, NH 03106

Course Title(s): Modules in General Studies  
1. Microeconomics  
2. Principals of Marketing  
3. Research, Analysis, and Cultural Study  
4. Communicating to Diverse Audiences

Course Date(s): Begin: 07/01/2019  
End: 12/31/2019

Employee: Barbara A. McCann

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

Total Cost of Course(s): \$1,500.00

State Share: \$1,500.00

Source of Funds: Employee Training, 100% General

### EXPLANATION

These courses; Microeconomics; Principals of Marketing; Research, Analysis, and Cultural Study, and Communicating to Diverse Audiences will benefit the Department and Ms. McCann by enhancing her critical thinking skills and her ability to communicate clearly with management, her co-workers, and clients. Research, Analysis, and Cultural Study, and Communicating to Diverse Audiences will require her to conduct research and engage in analysis for a deeper understanding of cultural diversity. She will hone her verbal communication skills by developing and delivering an oral presentation, designed for a diverse audience. In Microeconomics, she will examine and apply economic models and theories to analyze the behavior of consumers, producers and resource suppliers. Principals of Marketing will allow her to examine Department of Health & Human Services (DHHS) functions for creating, communicating, and delivering value products and services to the residents of New Hampshire. This learning will allow her to be instrumental in the creation of professional development plans and influencing organizational change.

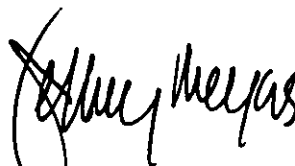
Barbara McCann has been employed by the Department of Health and Human Services (DHHS) for more than six (6) years and is currently an Administrator I, Employee Relations Manager in Human Resources (HR). Duties entail developing business strategies and objectives with a focus on employee relations, including performance management, the grievance and appeals process, and employee retention. She will also assess HR system needs utilizing stakeholder input, metrics and management reports; plan short- and long-term Bureau of Human Resources goals, and develop and review recommendations for new initiatives, enhancements or modifications to HR programs, policies and procedures.

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. 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,



Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 29th day of May, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Barbara McCann (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 \$1,500.00, which monies shall be used for the purpose of enrolling the Recipient in: Microeconomics; Principals of Marketing; Research, Analysis, and Cultural Study, and Communicating to Diverse Audiences (course name), which course(s) is being offered by SNHU – College for America and which course(s) shall commence on July 1, 2019 and terminate on December 31, 2019.
- 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) Barbara McCann (printed name) Barbara McCann

NOTARY State of New Hampshire, County of Merrimack:

On this the 29th day of May, 2019, before me, Julia St. Pierre the undersigned officer, personally appeared, Barbara McCann (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.

Julia St. Pierre  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE (signature) Lori Weaver (date) 6.4.19

(printed name, title) Lori Weaver, Associate Commissioner