



**The State of New Hampshire
Insurance Department**

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Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

July 28, 2017

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

REQUESTED ACTION

The New Hampshire Insurance Department requests authorization to enter into an Educational Tuition Agreement and to pay costs not to exceed \$1,500.

INSTITUTION:	College for America at Southern New Hampshire University
COURSES:	12 Completed Competencies September 1, 2017 through February 28, 2018
EMPLOYEE:	Destiny Buffington Program Assistant II
DISTRIBUTION CODE:	Funds to be encumbered from the following account: 02-24-24-24010-25200000-066-500544 Employee Training / Educational Training (Tuition)
TOTAL TUITION COST:	\$1,500
STATE SHARE:	\$1,500-Agency Income
SOURCE OF FUNDS:	100% Other (Insurance Department Administrative Assessment)

EXPLANATION

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. The employee is required to complete competency based projects each semester that are tied to specific goals in support of her degree.

This employee was hired by the Department as a Program Assistant II on April 29, 2016. The employee will be pursuing a Bachelor's of Arts Degree in Business Management with a concentration in Public Administration.

Further development of the employee's communication skills and knowledge of management practices will build upon the employee's ability to work with department employees as well as vendors and other state agency personnel with respect to Human Resources related issues/processes. Successful completion of the program will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

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

Respectfully submitted,



Roger A. Sevigny



STATE OF NEW HAMPSHIRE

EDUCATIONAL TUITION AGREEMENT

COLLEGE FOR AMERICA

AGREEMENT dated this 28th day of July 2017 by and through the New Hampshire Insurance Department (hereinafter referred to as the "State") and, Destiny Buffington (hereinafter referred to as the "Recipient")

The State and the Recipient do hereby mutually agree as follows:

1. The State shall pay "per approval by Governor and Council" to the College for America the sum \$1,500 which monies shall be used for the sole purpose of enrolling the Recipient in a program for 12 competencies to be earned within a 6 (six) month term being offered by College for America. The 6 month term shall commence on September 1, 2017 and will terminate on February 28, 2018.
2. The Recipient shall complete assigned projects in the 6 month term listed in paragraph 1.
3. Recipients enrolled in College for America shall provide documentation supporting projects completed per 6 month term.
4. Should the Recipient fail to complete any project during the 6 month term in paragraph 1, the Recipient shall pay to the State the sum set forth in paragraph 1, within 60 days from the date the term was to terminate, provided, however, that if more than one project was completed during the 6 month term, listed in paragraph 1, the amount which shall be paid to the State shall be calculated on a pro rata basis.
5. Upon the satisfactory completion of the 6 month term 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 the period of twelve (12) months.
6. Should the Recipient breach any of the conditions set forth in paragraphs 3 and 4, the Recipient shall pay to the State a sum equal to all monies previously paid by the State for the Recipient pursuant to this 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.

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 hand on the date first above written.

RECIPIENT

THE STATE OF NEW HAMPSHIRE

Destiny V. Buffington
Destiny Buffington

BY: [Signature]
Roger A. Sevigny, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 31st day of, July, 2017,
before me, Mary Tarbell, the undersigned officer,
personally appeared, Destiny V. Buffington, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that she/he executed the same for the purposes herein contained.

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

Mary Tarbell
(Signature of notarial officer)

MARY F. TARBELL, Justice of the Peace
State of New Hampshire
My Commission Expires August 24, 2021

(Seal if any)

Justice of the Peace, State of New Hampshire
My commission expires 8/24/2021