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William F. Dwyer
STATE TREASURER

Sylvia J. Yeaton
ASSISTANT STATE TREASURER

**THE STATE OF NEW HAMPSHIRE
STATE TREASURY**

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February 1, 2018

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

REQUESTED ACTION

The State Treasury requests to place item on the Consent Calendar.

The State Treasury requests authorization to enter into an educational tuition agreement and to pay said costs in the amount of \$1,500.00 as follows:

| | |
|-----------------------|--|
| Institution: | College for America at Southern New Hampshire University 2500 N. River Road Manchester, NH 03106 |
| Course Title: | 12 Completed Competencies March 1, 2018 – August 31, 2018 |
| Employee: | Linda Desmond |
| Employee's Position: | Business Administrator II |
| Vendor Code: | 177206/B009 |
| Funding Source: | 01-38-38-380010-10500000, State Treasury, Treasury Operations 066-500544 – Educational Training (Tuition) |
| Total Cost of Course: | \$1,500.00 for 6 months |
| State Share: | \$1,500.00 |
| Source of Funds: | 100% General |

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 program offered by College for America, entitled Bachelor in Arts in Management with a Concentration in Public Administration, enhances student job skills through mastery of competencies with career-specific goals. The student is expected to complete 120 advanced competencies – twenty (20) goals during this two and a half (2 1/2) year program. Each goal is matched to a specific course offered by Southern NH University, creating a very comprehensive program. The competency-based goals allow working adults to complete college degrees through practical, skill based school work.

The student will demonstrate mastery in competency areas through the course criteria set within each goal. These goals will provide the employee with real life experience through situations geared toward their current business practices and job expectations.

As part of this agency's workforce planning strategy, the State Treasury is committed to expanding the knowledge base of its employees in order to strengthen the financial expertise of Treasury staff and increase opportunities for advancement within the agency and in state government. Ms. Desmond is currently a Business Administrator II and has worked for Treasury for five years and the state for eighteen years. This employee has worked through College for America and obtained her Associates and a portion of the Bachelor's Degree Program to date, on her own. The College for America course will improve Linda's continued growth and performance in her current position as a Business Administrator II at the State Treasury. The employee will be completing projects on her own personal time.

Respectfully requested,

A handwritten signature in black ink, appearing to read "William F. Dwyer". The signature is fluid and cursive, with a prominent initial "W" and a long, sweeping underline.

William F. Dwyer,
State Treasurer



EDUCATIONAL TUITION AGREEMENT

Agreement dated this 1st day of February 2018 by and through the Department of Administrative Services (hereinafter referred to as the "State) and Linda Desmond 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, which monies shall be used for the purpose of enrolling the Recipient in:

NAME OF COURSE(S)

which course(s) is being offered by Southern New Hampshire Univ. and which course (s) shall commence on March 1 2018 and terminate on August 31 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 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

THE STATE OF NEW HAMPSHIRE

Leida Desmond

William F. Ly

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 1st day of February, 20 17, before me, Heidi J. David the undersigned officer, personally appeared, 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.

Heidi J. David
Notary Public/Justice of the Peace

HR/On-line Forms

HEIDI J. DAVID
Notary Public - New Hampshire
My Commission Expires December 16, 2020