



New Hampshire Liquor Commission

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WLA
Joseph W. Mollica
Chairman

Michael R. Milligan
Deputy Commissioner

August 26, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

*100% Liquor
Funds
Retroactive*

REQUESTED ACTION

It is respectfully requested that the Liquor Commission be authorized to enter into a **retroactive** educational tuition agreement and to pay said costs in the amount of \$1,881.00 as follows:

Institution:	Southern New Hampshire University, 2500 N. River Road, Manchester, NH 03106
Vendor Code:	177206
Courses Title:	FIN-500 – Financial Management
Courses Date:	09/02/2014 – 11/09/2014
Employee:	Christina M. Demers – Administrator II
Dist. Code:	02-77-77-771012-1023-020-500802
Total Cost:	\$1,881.00
Source of Funds:	100% Liquor
Paid by State:	State share \$1,881.00

EXPLANATION

This request is retroactive due to the timing of class enrollment and the Governor and Council schedule and the fact that the fall undergraduate term starts September 2nd. The New Hampshire State Liquor Commission encourages and supports employees who wish to further their professional growth through continuing education in disciplines that are mutually advantageous. This course is a requirement for the Master of Business Administration program. This is an on-line course that will be taken on the employee's own time, not during state time. Her expected graduation date the spring of 2016.

Your favorable action on this request would be appreciated.

Respectfully Submitted
New Hampshire State Liquor Commission

Joseph W. Mollica, Chairman

THE STATE OF NEW HAMPSHIRE
Educational Tuition Agreement

Agreement dated this 12th day of August, 2014 by and through the New Hampshire State Liquor Commission, (Hereinafter referred to as the "State") and Christina Demers of Hooksett, NH (Hereinafter referred to as the "Recipient"). The State and the Recipient do hereby mutually agree as follows:

1. The State shall pay the named institution the sum of \$ 1,881.00, which monies shall be used for the sole purpose of enrolling the Recipient in: FIN-500 – Financial Management course is presently being offered by Southern New Hampshire University, and said course will commence on 09/02/2014 and terminate on 11/09/2014.
2. The recipient shall complete and/or achieve a passing grade in the course named in paragraph 1.
3. Should the Recipient fail to complete and/or achieve a passing grade in the 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 one year.
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 courses are satisfactorily completed, the value of said credit to be calculated on a pro-rata basis.
7. The Recipient shall not raise any set-off 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 reasonable amount in "attorneys" fees.
9. The Recipient understands that future funding for educational courses is dependant on the demand for financial support of such courses and the availability and continued appropriation of funds. In the event of a reduction or termination of funds, the State shall in no way be liable for future expenses related to completing degree program beyond the above mentioned course.

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


Christina M. Demers

THE STATE OF NEW HAMPSHIRE

BY: 
Joseph W. Mollica, Chairman

State of New Hampshire, County of Merrimack:

On this the 12th day of August 2014 before me, Deborah Buivid, the undersigned officer, personally appeared Christina Demers, known to me (or satisfactorily proven) to be the person whose name is subscribed to be 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.



