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

Jeffrey A. Meyers
Commissioner

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January 26, 2017

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

REQUESTED ACTION

For consideration on the Consent Calendar, authorize the Department of Health and Human Services, to enter into an educational tuition agreement and to pay said costs in an amount of \$1875.00 as follows:

Institution: Granite State College
25 Hall Street
Concord NH 03301

Course Title(s): EDU 660: Integrative: English Language and Arts
APST 505: Career Development and Life Planning

Course Date(s): Begin: 4/10/2017
End: 6/30/2017

Employee: Marissa Berry

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

Total Cost of Course(s): \$1875.00

State Share: \$1875.00

Source of Funds: Employee Training, 66% General and 34% Federal

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 has worked for the Department for ten years, and has spent the last two years as a Child Support Officer for the Division of Child Support Services. The employee's daily responsibilities include interactions with customers, attorneys, other state agency employees, and courts, often performing research and writing correspondence in regard to child support cases handled by the Department.

The courses: EDU 660: Integrative: English Language Arts and APST 505: Career Development and Life Planning, offered by Granite State College are designed to help the student address the various stages of career development and to synthesize and communicate information to facilitate the comprehension of both written and verbal instructions such as court orders, eligibility requirements, and action planning.

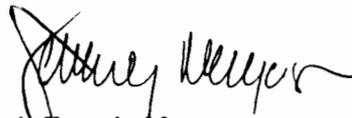
This program will contribute to the employee's value in the position by increasing her ability to communicate rules, regulations, and legal requirements to customers and court staff to increase her unit's effectiveness in enforcing child support orders and ensuring customers understand and comply with all court orders and legal requirements. This will improve her interactions with the court staff and customers she supports, as well as support her in becoming a more effective liaison between the Child Support Division, State officials, and the attorneys and their clients.

The classes are part of the employee's broader goal of completing her Bachelor's degree in English which will benefit not only herself, but the rest of her unit by strengthening her ability to explain complex court orders and legal documents into laymen's terms to ensure greater understanding and compliance from her unit's clients. These courses will build her communication skills and will enable her to effectively respond to complex challenges within her unit.

This course will not be taken on State time.

Attached is a fully executed Educational Tuition Agreement for your review.

Respectfully submitted,



Approved by: Jeffrey A. Meyers
Commissioner



**THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT**

Agreement dated this 20 day of December 2016 by and through the Department of Administrative Services (hereinafter referred to as the "State) and Marissa Berry (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 1875.00, which monies shall be used for the purpose of enrolling the Recipient in: Career Development and Life Planning and Integrative: English Arts (course name), which course(s) is being offered by Granite State College and which course(s) shall commence on April 10 2017 and terminate on June 30 2017.
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) Marissa Berry
(printed name) Marissa Berry

THE STATE OF NEW HAMPSHIRE

(signature) [Signature]
(printed name, title) _____

State of New Hampshire, County of Merrimack _____ ;

On this the 20 day of December, 2016, before me, Roxanne Hunter the undersigned officer, personally appeared, MARISSA BERRY (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.

Roxanne Hunter
Notary Public/Justice of the Peace