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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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August 17, 2017

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

Course Title(s): 24 Completed Projects in the CfA Associate of Arts in General
Studies – Business Program

Course Date(s): Begin: 11/01/2017
End: 05/31/2018

Employee: Maureen DiTomaso

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

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. 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.

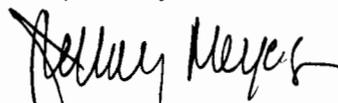
The employee has been employed by the Department for twenty-one (21) years and is currently an Administrative Secretary for the Bureau of Developmental Services responsible for gathering and summarizing fiscal data in preparing reports which are used in administrative decision making and support to the Bureau's management team.

This course: 24 Completed Projects in the CfA Associate of Arts in General Studies – Business Program, offered by College for America at Southern New Hampshire University, enhances student job skills through mastery of competencies with career-specific goals. The student is expected to complete twenty-four (24) competency-based projects during a six-month semester. Each goal is matched with a specific course offered by College for America at Southern New Hampshire University, creating a very comprehensive program. The competency-based projects allow working adults to complete college degrees through practical, skill-based education. Completion of the projects and obtaining the degree will increase the employee's knowledge and prepare her to further develop her communication skills and knowledge of management practices. It will also build upon her ability to create a more cohesive work team. 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 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 17th day of August 2017 by and through the Department of Administrative Services (hereinafter referred to as the "State) and Maureen E. DiTomaso (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: 24 Completed Projects in the CFA Associate of Arts in General Studies - Business Program (course name), which course(s) is being offered by College for America at Southern New Hampshire University and which course(s) shall commence on November 1 2017 and terminate on May 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 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

THE STATE OF NEW HAMPSHIRE

(signature) Maureen E. DiTomaso
(printed name) Maureen E. DiTomaso

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

State of New Hampshire, County of Merrimack;

On this the 17th day of August, 2017, before me, Melissa Nemeth, the undersigned officer, personally appeared, Maureen DiTomaso (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.

Notary Public/Justice of the Peace
My commission expires 4/5/22