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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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September 7, 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 \$928.00 as follows:

Institution:	NHTI-Concord's Community College 31 College Drive Concord, NH 03301
Course Title(s):	Criminal Procedure
Course Date(s):	Begin: 10/23/2017 End: 12/15/2017
Employee:	Briana Miller
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$928.00
State Share:	\$928.00
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.

The employee, Briana Miller has been employed by the Department for over 17 years and has been in her current position as a Fraud Investigator with the Special Investigations Unit since December 2013. Her responsibilities include questioning suspects, parties, and witnesses relating to alleged violations and makes recommendations for corrective action. Taking sworn statements and depositions for administration and judicial hearings, summarizing and preparing reports and evidential material for court testimony, consulting with prosecutors on cases referred for felony indictment, presenting cases to the Grand Jury to seek felony indictment and testifying in court as a witness, and reviewing criminal records on convicted parties in order to make judgements on plea bargaining and sentence recommendations.

This course, entitled Criminal Procedure focuses on analyzing the constitutional issues in the US which have direct bearing on the role and policies of criminal justice agencies. As well as the application of these issues as they relate to investigation, arrest, pre-trial and appeal will be emphasized. Learnings outcomes that would also contribute to the employee's value in her current position would include increasing her knowledge of the workings of the criminal justice system and give her a more thorough understanding of the constitutional issues that impact different criminal justice agencies.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Approved by: Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 6th day of September 2017 by and through the Department of Administrative Services (hereinafter referred to as the "State) and Briana Miller (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 \$928.00, which monies shall be used for the purpose of enrolling the Recipient in: Criminal Procedure (course name), which course(s) is being offered by NHTI and which course(s) shall commence on October 23, 2017 and terminate on December 15, 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) [Signature]
(printed name) Briana Miller

THE STATE OF NEW HAMPSHIRE

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

State of New Hampshire, County of Merrimack

On this the 6 day of Sept, 2017, before me, J. Scot V. Vinovich, the undersigned officer, personally appeared, Briana Miller (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.

[Signature]
Notary Public/Justice of the Peace

JONATHAN SCOT VINOVIICH, Justice of the Peace
My Commission Expires August 5, 2020