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William F. Dwyer
STATE TREASURER

**THE STATE OF NEW HAMPSHIRE
STATE TREASURY**

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August 24, 2016

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

REQUESTED ACTION

The State Treasury requests to place an 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 \$1,140.00 as follows:

Institution:	Franklin Pierce University, 40 University Drive Rindge, NH 03461 (on-line course)
Course Title:	Organizational Behavior
Course Date:	Sept 12, 2016 – Nov 5, 2016
Degree Program:	Bachelor of Science, Finance
Graduation Date:	2016
Employee:	Sylvia Yeaton
Employee's Position:	Assistant Treasurer - Disbursements
Vendor Code:	177190-B004
Funding Source:	01-38-38-380010-10500000, State Treasury, Treasury Operations 066-500544 – Educational Training (Tuition)
Total Cost of Course:	\$1,140.00
State Share:	\$1,140.00
Source of Funds:	100% General

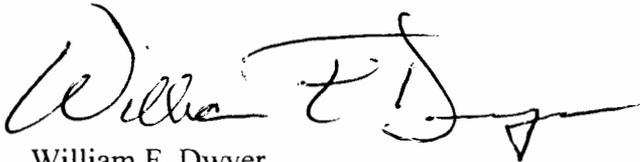
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EXPLANATION

As part of this agency's workforce planning strategy, the 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. Yeaton is currently the Assistant Treasurer, with responsibility for all disbursement, reconciliation, and Business Office functions and has been a Treasury employee for over 20 years. The Bachelor of Science, Finance degree program will provide an opportunity for Ms. Yeaton to enhance her quantitative and technical skills, increase her knowledge base in the area of finance, and provide an opportunity for advancement in state government. The course being requested marks the completion of Ms. Yeaton's Bachelor's program. Ms. Yeaton will not enroll in any courses scheduled during state business hours.

Respectfully requested,

A handwritten signature in black ink, appearing to read "William F. Dwyer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

William F. Dwyer,
State Treasurer



EDUCATIONAL TUITION AGREEMENT

Agreement dated this 24th day of August 2016 by and through the Department of Administrative Services (hereinafter referred to as the "State") and Sylvia J. Yeaton 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 \$1,140.-, which monies shall be used for the purpose of enrolling the Recipient in: Organizational Behavior

NAME OF COURSE(S)

which course(s) is being offered by Franklin Pierce University and which course(s) shall commence on Sept 12, 2016 and terminate on Nov. 5, 2016

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 12 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.

- 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

Sylvia Yeates

William T. Dyer

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 24th day of August, 2016, 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