



Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER**

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July 18, 2022

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 \$3,000 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title(s):	Management of Information Technology and Enterprise Resource Planning
Course Date(s):	Begin: 08/22/2022 End: 01/22/2023
Employee:	Montana Madden
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$3,000
State Share:	\$3,000
Source of Funds:	Employee Training, 20% Federal, 80% General

EXPLANATION

These courses, Management of Information Technology and Enterprise Resource Planning, will benefit the Department and the employee as they are part of Montana Madden's broader goal of completing his Master's in Business Administration. Management of Information Technology focuses on analyzing and interpreting the relationship of systems analysis, design, implementation, and management of technology systems. This course will contribute to Mr. Madden's value in his position by increasing his knowledge and understanding of information technology systems and providing this information to the families he works with in efforts to guide them in becoming more self-sufficient. Enterprise Resource Planning focuses on integrating software and technology used in collecting and sharing data in management systems. Existing and proposed business processes will be examined for the possibility of consolidation and efficiency across enterprises. A degree in the program of study will further build Mr. Madden's skill and expertise through learning advanced management functions, processes, and skills. In addition, the employee is expected to share this knowledge with the rest of the officers in his office so that all will benefit from his participation in the course.

Montana Madden has been employed by the Department of Health and Human Services, Division for Children, Youth, and Families for seven (7) years as a Juvenile Probation and Parole Officer (JPPO). His daily responsibilities as a JPPO include interactions with families and assessing their needs, as well as interacting with attorneys, police departments, and other professionals as needed, often with individuals in very angry and distressed states. A degree in this program of study will further build his skills and expertise through learning advanced management functions, processes, and skills. Mr. Madden's goal is to continue his career advancement within the Department into a managerial position.

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. Successful completion of the courses will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori A. Weaver
Deputy Commissioner



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

Agreement dated this 11 day of July 2022 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Montana Madden (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 \$3,000, which monies shall be used for the purpose of enrolling the Recipient in: Management of Information Technology and Enterprise Resource Planning (course name), which course(s) is being offered by Southern NH University and which course(s) shall commence on August 22, 2022 and terminate on January 22, 2023.
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)

Montana Madden

NOTARY

State of New Hampshire, County of Hillsborough

GENEVA DUMANCE, Justice of the Peace
My Commission Expires 3-2-22

On this the 11th day of July 2022, before me, Geneva Dumance, the undersigned officer, personally appeared, Montana Madden (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

THE STATE OF NEW HAMPSHIRE

(signature)

[Signature]

(date) 7-22-22

(printed name, title)

Lori Weaver, Deputy Commissioner