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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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Director

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April 27, 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: Southern NH University,  
2500 North River Road  
Manchester, NH 03106

Course Title(s): Bachelor of Arts-Management

Course Date(s): Begin: 07/01/2017  
End: 12/31/2017

Employee: Laurie Heath

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

Total Cost of Course: \$1,500.00

State Share: \$1,500.00

Source of Funds: Employee Training, 66% General, 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. Southern NH University has partnered with the State of New Hampshire to provide state employees with low-cost, competency-based associate and bachelor degree programs.

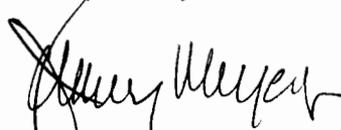
This program, offered by Southern NH University, enhances student job skills through mastery of competencies with career-specific goals. The student is expected to complete 24 competency-based projects during a six-month semester. Each goal is matched with a specific course offered by Southern New Hampshire University, creating a very comprehensive program. The competency-based projects allow working adults to complete college degrees through practical, skill-based school work.

The student will demonstrate mastery in competency areas through the course criteria set within each project. These projects will provide the employee with real life experience through situations geared toward her current business practices and job expectations.

This employee has worked for the Department for 8 years and is currently a Business Administrator III in the Division of Behavioral Health, Department of Drugs and Alcohol. The skills mastered in this program will benefit her office by increasing her business management skills to become more proficient in management. Successful completion of the program 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 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 4th day of April 2017 by and through the Department of Administrative Services (hereinafter referred to as the "State) and Laurie Heath (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, which monies shall be used for the purpose of enrolling the Recipient in: Bachelor of Arts - Management (*course name*), which course(s) is being offered by Southern NH University and which course(s) shall commence on July 1, 2017 and terminate on December 31, 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) Laurie Heath  
(printed name) Laurie Heath

**THE STATE OF NEW HAMPSHIRE**

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

State of New Hampshire, County of Merrimack

On this the 25<sup>th</sup> day of April, 2017, before me, Donna E. Walker, the undersigned officer, personally appeared, Laurie Heath (*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