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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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February 20, 2018

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 \$1881.00 as follows:

Institution: Southern New Hampshire University
2500 N River Road
Manchester, NH 03106

Course Title(s): Economics for Business

Course Date(s): Begin: 04/30/2018
End: 07/08/2018

Employee: Janail Archer

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

Total Cost of Course(s): \$1881.00

State Share: \$1881.00

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 is a Family Service Specialist I with the Division for Client Services. She has been employed with the Department for two years. Her primary job responsibility is determining benefit eligibility for state-funded assistance programs.

The course, Economics for Business will provide the student with a concisely focused yet rigorous introduction to both micro- and macroeconomic theory needed at the foundational level. The topics to be addressed include: market behavior; demand theory and related elasticity concepts; production and cost theory; managerial decision-making in perfectly competitive and imperfectly competitive markets; GDP determination; unemployment and inflation; and fiscal and monetary policy.

This course will help my strengthen the employee's ability to become a responsibler leader within the Division. This course will assist in her ability to provide exemplary customer services and leadership support while working in the Division of Client Services.

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 20th day of February 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Janail Archer (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 \$1881.00, which monies shall be used for the purpose of enrolling the Recipient in: Economics for Business, which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on April 30th, 2018 and terminate on July 8th, 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

(signature) *Janail Archer*
(printed name) Janail Archer

THE STATE OF NEW HAMPSHIRE

(signature) *Lori Weaver*
(printed name, title) Lori Weaver, Associate Commissioner

State of New Hampshire, County of Merrimack

On this the 21 day of February, 2018, before me, Mary L. Michael the undersigned officer, personally appeared, Janail Archer (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.

Mary L. Michael
Notary Public/Justice of the Peace