1F mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER
BUREAU OF HUMAN RESOURCE MANAGEMENT

Jeffrey A. Meyers
Commissioner

Marilyn G. Doe
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9344 1-800-852-3345 Ext. 9344
Fax: 603-271-4810 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 16, 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 $1995.00 as follows:

Institution:	Franklin Pierce College 40 University Drive Rindge, NH 03461
Course Title(s):	Auditing and Advanced Accounting
Course Date(s):	Begin: 05/14/2018 End: 06/30/2018
Employee:	Suzette Stratton
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	$1995.00
State Share:	$1995.00
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.

This course, entitled Auditing and Advanced Accounting, concentrates in areas which are common requirements for both public and non-public careers. Topics to be covered are: the interpretation and preparation of audit reports, consolidated financial statements, foreign operations and transactions, and SEC reporting as well as adherence to standards of professional ethics, legal responsibility, and methods of internal accounting control.

This employee has worked for the Department for twenty four years and is currently a Supervisor V in the Division of Client Services. The skills developed in this program will benefit the department by increasing her management skills and knowledge of the state government policy structure which will allow her to become a more proficient supervisor and to better manage her work load and staff and better meet agency objectives and goals and to provide exemplary customer service. 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 Tuition Agreement for your review.

Respectfully submitted,

Approved by: Jeffrey A. Meyers
Commissioner

THE STATE OF NEW HAMPSHIRE

EDUCATIONAL TUITION AGREEMENT

Agreement dated this 15th day of February 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Suzette Stratton (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 $1995.00, which monies shall be used for the purpose of enrolling the Recipient in: Auditing and Advanced Accounting *(course name)*, which course(s) is being offered by Franklin Pierce College and which course(s) shall commence on May 14 2018 and terminate on June 30 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) Suzette Stratton
(printed name) Suzette Stratton

THE STATE OF NEW HAMPSHIRE

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

State of New Hampshire, County of Merrimack

On this the 15th day of Feb, 2018, before me, Mary Chevalier the undersigned officer, personally appeared, Suzette Stratton *(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.

Notary Public/Justice of the Peace