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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  
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December 5, 2018

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 New Hampshire University – College for America 2500 North River Road Manchester, NH 03106
Course Title(s):	Modules in General Studies 1. Leadership and Group Dynamics 2. Preparing Recommendations for Complex Challenges 3. Using Data to Inform Decisions
Course Date(s):	Begin: 01/01/2019 End: 06/30/2019
Employee:	Barbara McCann
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,500.00
State Share:	\$1,500.00
Source of Funds:	Employee Training, 100% General

**EXPLANATION**

These courses; Leadership and Group Dynamics, Preparing Recommendations for Complex Challenges, and Using Data to Inform Decisions will benefit the Department and Ms. McCann by enhancing her ability communicate with the leadership team at New Hampshire Hospital for strategic planning, employer relations, and recruitment and retention. Ms. McCann will further investigate Leadership and Group Dynamics to better understand and be able to recommend strategies and various tools to help inform professional development plans and influence organizational change.

Ms. McCann is a Human Resources Coordinator II with the Department of Health and Human Services, New Hampshire Hospital (NHH). She has been with the Department for over six (6) years. Her duties include overseeing all Human Resource functions at NHH. She is also the liaison between the NHH leadership team, Department of Personnel, Human Resources and other stakeholders. Ms. McCann is pursuing her degree in General Studies, with a Business Concentration. Successful completion of this program will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

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 will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori Weaver  
Associate Commissioner, Operations

Approved by:



Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 28th day of November 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Barbara McCann (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 \$1,500.00, which monies shall be used for the purpose of enrolling the Recipient in: Leadership and Group Dynamics, Preparing Recommendations for Complex Challenges, and Using Data to Inform Decisions (course name), which course(s) is being offered by SNHU - College for America and which course(s) shall commence on January 1, 2019 and terminate on June 30, 2019.
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) Barbara McCann (printed name) Barbara McCann

NOTARY State of New Hampshire, County of Merrimack:

On this the 28th day of November, 2018, before me, Julie Stewart-Phelps, the undersigned officer, personally appeared, Barbara McCann (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.

Julie Stewart Phelps
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) Lori Weaver (date) 11.27.18

(printed name, title) Lori Weaver
Associate Commissioner