



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

December 12, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

It is respectfully requested that the Department of Environmental Services be authorized to enter into an educational tuition agreement and to pay costs in the amount of \$4,760.00 as follows:

Vendor Code: 177176-B001

Institution: New England College
98 Bridge Street
Henniker, NH 03242

Course Title: AC 5250 – Managerial Accounting and MG 5310 – Strategic Marketing

Course Dates: January 16, 2019 to March 4, 2019

Employee Name: Luis Adorno, Environmental Program Manager

Employee Start Date: March 7, 2014

Distribution Code: 03-44-44-441018-4718-066-050544

Total Cost of Courses: \$4,760.00

State Share: \$4,760.00

Source of Funds: 100% Federal Funds

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JUSTIFICATION

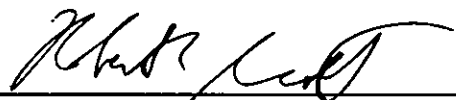
As the Environmental Program Manager at the Drinking and Groundwater Bureau at the Department of Environmental Services, Mr. Adorno has the pleasure of working with communities to increase their Capacity Development. Capacity Development is a process for water systems to acquire and maintain adequate technical, managerial, and financial capacity in order to ensure that communities have the capability to consistently provide safe drinking water to the public. This technical assistance requires for Mr. Adorno to stay current with many of the aspects in line with the New England College's Master of Business Administration (MBA) degree.

Mr. Adorno has also illustrated a willingness to further develop his professional skills with his participation and completion of the Certified Public Supervisor Program (CPS) as well as the Certified Public Managers Program (CPM). His involvement with CPS and CPM has provided him an opportunity to apply a substantial number of credits toward a post-graduate degree with New England College. The participation in the MBA degree will further enhance the acquired concepts and principles of managerial, financial, decision-making and leadership from the CPS and CPM program. In return, this opportunity will provide Mr. Adorno with a robust set of tools to assist communities within limited resources in improving their capacity of water system operations.

Mr. Adorno is required to sign a contract, which obligates him to work for the State for 6 months after satisfactory completion of each class. The agreement does require him to obtain a passing grade. If he does not comply with the terms of the contract, he will be liable for returning the amount paid. The program is directly related to his responsibilities as the Environmental Program Manager for the Drinking Water and Groundwater Bureau and the technical assistance that he provides to communities around the State of New Hampshire.

This tuition assistance has been a very successful program of the department and has resulted in many benefits to the State. The cost is minimal when compared to the cost of salary and benefits. The courses being taken directly relate to the individual and his job accountabilities, and we encourage our staff to further develop their skills so they can keep up with the latest developments in their work. We have encouraged Mr. Adorno to take these courses as part of our professional development plan.

Respectfully submitted,



Robert R. Scott, Commissioner

THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 12 day of December 20 18 by and through
the Department of Environmental Services (hereinafter referred to as the "State") and
Luis Adorno
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 \$4,760.00, which monies shall be used for the purpose of enrolling the Recipient in:

AC 5250 – Managerial Accounting and MG 5310 – Strategic Marketing

which course(s) is being offered by New England College and which course(s)
shall commence on January 16 20 19 and terminate on Mar 4 20 19

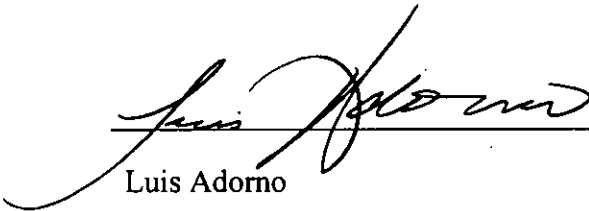
2. The Recipient shall complete and achieve a passing grade in each course named in paragraph 1.
3. Should the Recipient fail to complete and achieve a passing grade in each course named in paragraph 1, the amount which shall be paid to the State shall be calculated on a pro rata basis.
4. Upon the satisfactory 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 for each class.
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

THE STATE OF NEW HAMPSHIRE


Luis Adorno



Robert. R. Scott, Commissioner

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 14 day of December, 20 18, before me, Kathleen Weber the undersigned officer, personally appeared, Luis Adorno 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



KATHLEEN E. WEBER, Notary Public
State of New Hampshire
My Commission Expires May 2, 2023