

1B
MAN

Lori A. Sbibnette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 2021

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 \$3,000 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title(s):	OL-690 Responsible Corporate Leadership OL-665 Talent Development and Workforce Planning
Course Date(s):	Begin: 5/10/2021 End: 10/03/2021
Employee:	Jessica Clark
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$3,000
State Share:	\$3,000
Source of Funds:	Employee Training, 20% Federal, 80% General

EXPLANATION

These courses, Responsible Corporate Leadership and Talent Development and Workforce Planning, will benefit the Department and the employee as they are part of the Master's in Organizational Leadership program at SNHU in which Ms. Clark is enrolled, focusing on providing students with the opportunity to develop skills in leadership, communication, problem-solving, and teamwork. These skills are critical for successfully managing and leading organizations in today's chaotic environment. This program of study will enhance Ms. Clark's knowledge and abilities related to effective leadership and development. In Responsible Corporate Leadership she will investigate the nature of environments in which business enterprises conduct their operations in order to determine the actual and desirable levels of attentiveness and responsiveness of business managers to the relationship between the enterprise and society. Talent Development and Workforce Planning integrates advanced talent management and development skills with strategic workforce planning, asking students to analyze gaps in employee competences, plan strategic talent development strategies, and forecast workforce needs. Employee engagement, creating an employment brand, supporting talent through career development, and creating effective succession plans are emphasized.

Ms. Clark has been employed with the Department of Health and Human Services, in the Division for Children, Youth, and Families (DCYF) for more than fourteen years. In her current position as Quality Assurance Administrator/CFSR Coordinator within DCYF's Bureau of Evaluation, Analytics and Reporting she is responsible for the development, implementation and monitoring of a statewide program improvement plan, and a federally driven state five-year strategic plan, both of which focus on the improvement of safety, permanency, and well-being outcomes for families served by DCYF. Creating and implementing such improvement/strategic plans requires collaborating with internal and external stakeholders to understand current circumstances, exploring available data sources, creating strategies for improvement, assessing agency readiness for change and building support for change, as well as monitoring and revising those strategies.

Ms. Clark's professional development goals include further expansion of her knowledge and skills in the area of organizational leadership with the intention of sharing said knowledge and skills acquired with co-workers, and utilizing these to further support how the Bureau of Evaluation, Analytics, and Reporting responds to and serves the Division's programs and practices.

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
Deputy Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 16th day of March 2021 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Jessica Clark (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 \$3,000, which monies shall be used for the purpose of enrolling the Recipient in: Responsible Corporate Leadership & Talent Development and Workforce Planning (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on May 10, 2021 and terminate on October 3, 2021.
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)

[Handwritten signature of Jessica Clark]

(printed name) Jessica Clark

NOTARY

State of New Hampshire, County of Merrimack:

On this the 17th day of March 2021 before me, Brenda Higgins, the undersigned officer, personally appeared, [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.

[Handwritten signature of Brenda Higgins]
Notary Public/Justice of the Peace

BRENDA L. HIGGINS - Notary Public
State of New Hampshire
My Commission Expires March 27, 2024

THE STATE OF NEW HAMPSHIRE

(signature)

[Handwritten signature of Lori Weaver]

(date)

4.8.21

(printed name, title)

Lori Weaver, Deputy Commissioner