



Lori A. Shibinette
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

May 4, 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):	1. MBA Capstone 2. Advanced Information Technology
Course Date(s):	Begin: 07/26/2021 End: 12/19/2021
Employee:	Montana Madden
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, MBA Capstone and Advanced Information Technology, will benefit the Department and the employee as they are part of Montana Madden's broader goal of completing his Master's in Business Administration. The MBA Capstone focuses on a study of individuals and groups and their interaction. The course examines theories of motivation, communication, leadership, power, and change with practical relation to contemporary issues. Students will also study organizations for key design variables and reward systems aimed at improved performance and organizational efficiency. Advanced Information Technology, focuses on analyzing and interpreting the relationship of systems analysis, design, implementation, and management of information technology systems. Learning outcomes include understanding how to communicate the paradigms, processes, and activities of systems development to diverse audiences. These courses will increase Mr. Madden's knowledge and understanding of information technology systems and providing this information to the families he works with in efforts to guide them in becoming more self-sufficient, as well as giving him the skills necessary to create visual representations of design, implementation, and management of information technology systems. Mr. Madden will also broaden his knowledge of socialization and subcultures and applying sociological methods of observation and interviewing in his efforts to understand and communicate more efficiently with the families and juveniles he works with. In addition, the employee is expected to share this knowledge with the rest of the officers in his office so that all will benefit from his participation in the course.

Montana Madden has been employed by the Department of Health and Human Services, Division for Children, Youth, and Families for seven (7) years as a Juvenile Probation and Parole Officer (JPPO). His daily responsibilities as a JPPO include interactions with families and assessing their needs, as well as interacting with attorneys, police departments, and other professionals as needed, often with individuals in very angry and distressed states. A degree in this program of study will further build his skills and expertise through learning advanced management functions, processes, and skills. Mr. Madden's goal is to continue his career advancement within the Department into a managerial position.

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. Successful completion of the courses 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,



Lori Weaver
Deputy Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 5th day of March 2021 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Montana Madden (hereinafter referred to as the "Recipient").

- 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: MBA Capstone and Advanced Information Technology (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on July 26, 2021 and terminate on December 19, 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] (printed name) Montana Madden

NOTARY State of New Hampshire, County of Hillsborough :

On this the 10 day of May, 2021, before me Kim Mitchell, the undersigned officer, personally appeared, Montana Madden (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] Notary Public/Justice of the Peace KIM E. MITCHELL, Notary Public State of New Hampshire My Commission Expires June 6, 2023

THE STATE OF NEW HAMPSHIRE (signature) [Handwritten Signature] (date) 5.18.21 (printed name, title) Lori A. Weaver Deputy Commissioner