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The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

July 28, 2022

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an educational tuition agreement and to pay said costs in an amount of \$1,570.00 as follows:

Institution: University of New Hampshire
Business Services
11 Garrison Avenue
Durham, NH 03824

Course Title: SOC 830: Communities and the Environment

Course Date(s): Begin: 08/29/2022
End: 12/12/2022

Employee: Kirsten Howard

Funding Source: 03-44-44-442010-3642-066-500544

Total Cost of Course: \$3,140.00

State Share: \$1,570.00

Source of Funds: Federal 100%

EXPLANATION

NHDES is requesting to enter into an educational tuition agreement that will allow employee Ms. Kirsten Howard to obtain a greater understanding of social and economic change as it relates to environmental conditions and complete a research project focused on coastal hazards in Hampton, New Hampshire. This course will benefit NHDES and Ms. Howard as the research will be used as part of the Department's Coastal Program efforts to build community resilience to coastal flood hazards in the highly vulnerable Hampton Beach area. The skills developed through the course will also be used in several other Coastal Program projects that involve survey and interview work with community stakeholders. Ms. Howard's knowledge will be shared with others in the Department.

Kirsten Howard has been employed by NHDES for seven (7) years and is currently an Environmentalist IV in the Coastal Program. Ms. Howard supervises the Watershed Management Bureau's Coastal Resilience Program to implement projects for the improvement of ecosystems and build environmental resiliency to meet coastal zone management and other natural resource goals. Duties entail reviewing data from coastal resilience studies and reports in order to make policy decisions and effectively target NHDES' efforts; preparing reports and other supporting documents on the state's coastal resilience programmatic effectiveness and recommended changes to NHDES and other state agencies; and making the final determination of the benefits and losses from proposed policies, activities and other changes to the ecological, biological, social, economic and historic environment of the state or project specific area. The class will give Ms. Howard a better understanding of how to approach rigorous case study development to be used in science-based decision-making, and an outcome of the course will be an extremely valuable product for coastal management in New Hampshire. The course will also support Ms. Howard's efforts to achieve a doctoral degree at the University of New Hampshire, which she is currently pursuing on a part-time basis.

The Department of Environmental Services encourages and supports employees who wish to further their professional growth through continuing education in disciplines that are mutually advantageous. Successful completion of this course will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

Attached is a fully executed Tuition Agreement for your review.

We respectfully request your approval.



Robert R. Scott, Commissioner



EDUCATIONAL TUITION AGREEMENT

Agreement dated this 25th day of July 2022 by and through the Department of Environmental Services (hereinafter referred to as the "State) and Kirsten Howard 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 \$1,570.00, which monies shall be used for the purpose of enrolling the Recipient in: **SOC 830: Communities and the Environment** which course(s) is being offered by University of New Hampshire and which course (s) shall commence on August 29, 2022 and terminate on December 12, 2022.
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 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

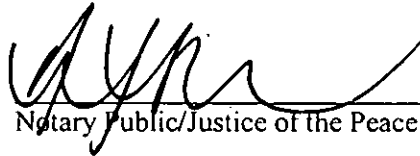
(signature)  (printed name) Kirsten Howard

COUNTY OF Rockingham

On this the 25th day of July, 2022, before me, Kirsten Howard the undersigned officer, personally appeared, 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.

AMY LEIGH WOOD
Notary Public, State of New Hampshire
My Commission Expires June 30, 2026


Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature)  (date) 8/1/22

(printed name, title) Robert R. Scott, Commissioner NHDES