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Frank Edelblut  
Commissioner

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Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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January 4, 2023

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

REQUESTED ACTION

For submission on the consent calendar, authorize the Department of Education, to enter into an educational tuition agreement and pay said costs in the amount of \$3,000.00 as follows:

Institution:	University of New Hampshire 11 Garrison Ave, Durham, NH Online Learning
Course Title(s):	EDUC976 Policy and Governance in Higher Education
Course Date(s):	Start Date: 19 January 2023 End Date: 10 March 2023
Degree Program:	Master of Public Administration
Graduation Date:	May, 2023
Employee Name and Classification:	Stephen Appleby Division Director
Vendor Code:	296072
Funding Source:	06-56-56-566510-900800000-066-500544
Total Cost of Course:	\$3,140.00
State Share:	\$3,000.00
Source of Funds:	100% Other Agency Income

EXPLANATION

This course, EDUC 976 Policy and Governance in Higher Education, examines the role of federal and state policies and regulations affecting two-year and four-year colleges and universities, and governance practices necessary to achieve institutional mission. Consideration of rationales for public oversight and financing of higher education, and strategies for effective shared governance are included. This knowledge will benefit the Department by allowing Mr. Appleby to apply this knowledge to everyday issues facing the Department as it evolves and improves its support of stakeholders. Mr. Appleby will not be taking this course on State of NH time.

Stephen Appleby has been employed by the Department of Education (DOE) for over 4 years and is currently the Director of the Division of Educator Support and Higher Education. Stephen's responsibilities include administering the statewide standards for the credentialing of K-12 educators and educator preparation programs, the statewide K-12 learning management system, supporting the Higher Education Commission and higher education, managing several scholarship funds, overseeing the regulation of New Hampshire licensed career schools, and managing the closed school transcript fulfillment process.

The Department of Education encourages professional growth, which will be advantageous to both the employee and to the educators of New Hampshire.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT  
DEPARTMENT OF EDUCATION

Agreement dated this 22 day of December 2022 by and through the Department of Education (hereinafter referred to as the "State") and Stephen Appleby (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 \$3,000.00, which monies shall be used for the purpose of enrolling the Recipient in: EDUC976 Policy and Governance in Higher Education, which course(s) is being offered by University of NH and which course(s) shall commence on January 19, 2023 and terminate on March 10, 2023.
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) [Signature] (printed name) Stephen Appleby

NOTARY State of New Hampshire, County of Bellmap :

On this the 22nd day of Dec, 2022, before me, Susan Blake, the undersigned officer, personally appeared, Stephen Appleby (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.  
[Signature]  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE  
(signature) [Signature] (date) 1/5/2023  
(printed name, title) Frank Edelblut, Commissioner of Education

