



Ken Merrifield
Commissioner

Rudolph W. Ogden, III
Deputy Commissioner

State of New Hampshire

Department of Labor

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April 24, 2023

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

REQUESTED ACTION

Authorize the Department of Labor to enter into educational tuition agreement and to pay said costs in the amount of \$1,692.90 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title:	Leading People and Organizations
Course Date:	June 26, 2023 – August 20, 2023
Degree Program:	Associate Degree
Employee Name and Classification:	John Hazen Safety Inspector
Vendor Code:	177206 B011
Funding Source:	02-26-26-260010-6000-066-500544
Total Cost of Course:	\$1,692.90
State Share:	\$1,692.90
Source of Funds:	100% Other (Agency Income)

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EXPLANATION

This course, Leading People and Organizations will benefit the Department and the employee as it explores the ability to define direction, understand their uniqueness and communicate effectively. Through this course Mr. Hazen will develop the skills needed to effectively lead and empower others.

John Hazen is currently a Safety Inspector in the Department of Labor Inspections Division and has been with the Department for almost a year. This course will be very beneficial in Mr. Hazen's current role in as a Safety Inspector in conducting inspections with public and private organizations it is critical to have strong leadership skills to help direct employers and organizations to come into compliance with the Department of Labor's RSAs and LAB rules.

The Department of Labor encourages professional and personal growth, which will be a beneficial to both the employee and to the Department.

This course will not be taken on State time.

Attached is the fully executed Tuition Agreement for your review.

Respectfully submitted,



Ken Merrifield
Commissioner
Department of Labor



STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE DEPARTMENT OF LABOR
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 21st day of April 20 23 by and through
the Department of Labor (hereinafter referred to as the "State") and
John HAZEN 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 \$1692.90, which monies shall be used for the purpose of enrolling the Recipient in:

NAME OF COURSE(S)

Leading People AND ORGANIZATIONS

which course(s) is being offered by Southern New Hampshire University and which course (s) shall commence on June 26th, 2023 and terminate on August 20th 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 _____ 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

THE STATE OF NEW HAMPSHIRE


STATE OF NEW HAMPSHIRE



COUNTY OF Merrimack

On this the 24th day of April, 2020, before me, Michelle Bailey 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.


Notary Public/Justice of the Peace

