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

Lori A. Weaver  
Commissioner

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Deputy Commissioner

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November 30, 2023

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 \$2120.00 as follows:

Institution:	Boise State University Student Financial Services Administration Building, Room 101 1910 W University Dr, Boise, ID 83725 sfinfo@boisestate.edu or (208) 426-1212
Course Title:	Principles of Adult Learning
Course Date:	Begin: 01/08/2024 End: 04/26/2024
Employee:	William Humphrey
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course:	\$2120.00
State Share:	\$2120.00
Source of Funds:	Employee Training; 20% Federal, 80% General

**EXPLANATION**

This education will benefit the Department of Health and Human Services (DHHS) and William Humphrey by improving the overall efficiency of the employee's work. It will help William forward the DHHS vision of workforce quality that states, "The staff will be knowledgeable, utilizing creative, effective solutions to address the needs of all consumers". Supporting William's professional and academic development goals is an opportunity to bring fresh perspectives and best practices supported by evidence-based research and data into the Bureau and District Office.

This course, *Principles of Adult Learning*, applies adult learning theory and practices to workplace learning and performance improvement, particularly with respect to the instructional design process. This employee will learn investigative methods, strategies and technologies that are known to affect adult learners' learning outcomes. William will apply adult learning principles to organizational situations in government settings.

William Humphrey has been employed with the DHHS for one (1) year and currently serves as a Family Support Specialist I within the Division of Economic Stability. In this position, the employee is responsible for communicating effectively with a diverse client population assessing whole-person needs, providing eligibility services, answering questions, providing program information and Criteria, and making necessary referrals.

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 for 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 A. Weaver  
Commissioner  
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THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 28th day of November, 2024 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and William L. Humphrey (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 \$2120.00, which monies shall be used for the purpose of enrolling the Recipient in: OPWL, 535: Principles of Adult Learning (course name), which course(s) is being offered by Boise State University and which course(s) shall commence on 1/8 2024 and terminate on 04/26 2024.
- 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) William Humphrey

(printed name) William Humphrey

NOTARY

State of New Hampshire, County of Merrimack:

On this the 28 day of November, 2023, before me, Jennifer Shapiro the undersigned officer, personally appeared, William Humphrey (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.

Jennifer Shapiro  
Notary Public/Justice of the Peace

JENNIFER L. SHAPIRO - Notary Public  
State of New Hampshire  
My Commission Expires May 17, 2028

THE STATE OF NEW HAMPSHIRE

(signature)

Ann Landry

(date)

11/30/23

(printed name, title)

Ann Landry, Associate Commissioner