



Lori A. Weaver  
Commissioner

Morissa Henn  
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

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July 24, 2024

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 \$1,485.00 as follows:

Institution:	Southern New Hampshire University PO Box 55008 Boston, MA 02205-5008
Course Title(s):	Business Law I American Politics
Course Date(s):	Begin: 09/02/24 End: 10/27/24
Employee:	Courtney Drouin
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,485.00 (\$742.50 per course)
State Share:	\$1,485.00
Source of Funds:	Employee Training, 20% Federal, 80% General

### EXPLANATION

This education will benefit the Department of Health and Human Services (DHHS) and Courtney Drouin by improving the overall efficiency of the employee's work. This employee will develop an understanding of contractual law needed to interpret and develop agency contracts. Additionally, Courtney will acquire knowledge in policy making and a deeper understanding of the American political system. Completing these courses is also part of Courtney's longer-term goal of obtaining a Bachelor's in Public Administration.

The first course, *Business Law I*, introduces the background, foundation, and ethical aspects of the United States' legal system as it applies to business organizations. Courtney will examine the impacts of torts, product liability, criminal law, contracts, sales, business organizations, agency, and cyber law in a business setting.

The second course, *American Politics*, will enhance the employee's knowledge of the structure and function of the American political system at the national level, including the roles played by the president, Congress, the courts, the bureaucracy, political parties, interest groups and the mass media in the policy-making and electoral processes.

Courtney Drouin has been employed with DHHS for one and a half (1.5) years and currently serves as a 43-6010 Administration Assistant - 4 (Health Care Coordination Program Assistant II) with the Bureau for Family Centered Services. In this role, Courtney assists with contract oversight, contract invoicing, meeting coordination and program development.

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



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 21 day of May 2024 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Courtney Drouin (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 742.50, which monies shall be used for the purpose of enrolling the Recipient in: American Politics (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on 09/02 2024 and terminate on 10/27 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)

Courtney Drouin

(printed name)

5/21/24

NOTARY

State of New Hampshire, County of Merrimack

On this the 21 day of May, 2024, before me, Melissa Wardner, the undersigned officer, personally appeared, Courtney Drouin (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.

Melissa M. Wardner  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature)

Ann H. Landry

(date) 7/28/24

(printed name, title)

Assoc. Commissioner

MELISSA M. WARDNER - Notary Public  
State of New Hampshire  
My Commission Expires March 13, 2029



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EDUCATIONAL TUITION AGREEMENT

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1. The State shall pay to the named institution the sum of 742.50, which monies shall be used for the purpose of enrolling the Recipient in: Business Law I (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on 09/02 2024 and terminate on 10/27 2024.
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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.
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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 Courtney Drouin (signature) 5/21/24 (printed name)

NOTARY State of New Hampshire, County of Merrimack:

On this the 21 day of May, 2024, before me, Melissa Wardner, the undersigned officer, personally appeared, Courtney Drouin (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 Melissa M. Wardner  
Notary Public/Justice of the Peace  
MELISSA M. WARDNER - Notary Public  
State of New Hampshire  
My Commission Expires March 13, 2029

THE STATE OF NEW HAMPSHIRE  
(signature) [Signature] (date) 7/22/24  
(printed name, title) Ann H. Landry  
Assoc. Commissioner