

The State of New Hampshire
Department of Environmental Services

DEC07'22 AM10:35 RCVD



dam

Robert R. Scott, Commissioner

IE

December 6, 2022

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

REQUESTED ACTION

It is respectfully requested that the Department of Environmental Services be authorized to enter into an educational tuition agreement to pay costs in the amount of \$1,881.00 as follows:

Vendor Code: 177206 – B004

Institution: Southern New Hampshire University
2500 N River Road
Manchester, NH 03106

Course Title: PHE500 – Principles of Public Health

Course Dates: January 30, 2023 to April 9, 2023

Employee Name: Sylvie Couture, Program Assistant II

Employee Start Date: February 28, 2022

Distribution Code: 03-44-44-441018-4718-066-500544

Total Cost of Courses: \$1,881.00

State Share: \$1,881.00

Source of Funds: 100% Federal Funds

EXPLANATION


As a Program Assistant for the Drinking Water and Groundwater Bureau at the Department of Environmental Services, Ms. Couture has the pleasure to work with communities and public water

systems to develop, publish and distribute to the public a summary of their water quality results through the annual consumer confidence report. The consumer confidence reports are a cornerstone of the Federal and State Drinking Water Acts, as they ensure the public is provided access to data that describes the quality of their drinking water. The reports are required to provide the information to the general public in a manner that can be easily understood. As a point of contact for public water systems and the general public regarding drinking water quality, it is necessary for Ms. Couture to stay current with many of the aspects in line with the University of Southern New Hampshire's Master of Public Health (MPH) degree.

Ms. Couture is required to sign a contract, which obligates her to work for the State for six months after satisfactory completion of each class. The agreement does require her to obtain a passing grade. If she does not comply with terms of the contract, she will be liable for returning the amount paid. The program is directly related to her responsibilities as the Program Assistant overseeing water quality consumer confidence reports for the Drinking Water and Groundwater Bureau and the technical assistance that she provides to water systems and communities around the State of New Hampshire.

Tuition assistance has been a very successful program of the department and has resulted in many benefits to the State. The cost is minimal when compared to the cost of salary and benefits. The courses being taken relate to the individual and her job accountabilities, and we encourage our staff to further develop their skills so they can keep up with the latest developments in their work. We have encouraged Ms. Couture to take these courses as part of our professional development plan.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 6 day of December 20 22 by and through
the Department of Environmental Services (hereinafter referred to as the "State) and
Sylvie Couture
_____ 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 \$1881.00 , which monies shall be used for the purpose of enrolling the Recipient in:

PHE500 – Principles of Public Health

which course(s) is being offered by Southern NH University and which course(s)

shall commence on January 30 20 23 and terminate on April 9 20 23

2. The Recipient shall complete and achieve a passing grade in each course named in paragraph 1.
3. Should the Recipient fail to complete and achieve a passing grade in each course 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 for each class.
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

Sylvie Couture
Sylvie Couture

Robert R. Scott
for Robert. R. Scott, Commissioner

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 6th day of December, 20 22, before me, Jennifer S. Hart the undersigned officer, personally appeared, Sylvie Couture 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 S. Hart
Notary Public - New Hampshire
My Commission Expires October 13, 2026
Notary Public/Justice of the Peace

