



State of New Hampshire

Department of Labor

Ken Merrifield
Commissioner

Danielle N. Albert
Deputy Commissioner

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November 1, 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 an educational tuition agreement and to pay said costs in the amount of \$1,734.00 as follows:

Institution:	Excelsior University 7 Columbia Circle Albany NY 12203-5159
Course Title:	NUC495 Integrated Technology Assessment BNX
Course Date:	January 8, 2024 – April 7, 2024
Degree Program:	Associate degree
Employee Name and Classification:	Brian Oliver Chief Boiler Inspector
Vendor Code:	164833 B001
Funding Source:	02-26-26-260010-6000-066-500544
Total Cost of Course:	\$1,734.00
State Share:	\$1,734.00
Source of Funds:	100% Other (Agency Income)

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EXPLANATION

This course, NUC495 Integrated Technology Assessment BNX will benefit the Department and the employee as it provides the student with the competencies needed to analyze reactor plant scenarios.

Brian Oliver is currently the Chief Boiler Inspector and has been with the Department for over four years. This course will be very beneficial in Mr. Oliver's current role as the Chief Boiler Inspector when inspecting and permitting boilers in nuclear power plants within the state. This course will help Mr. Oliver gain a better understanding of how nuclear power plants are required to be built, repaired, and operated to ASME and NBBIC code requirements. Per RSA 157-A all boilers used for commercial purposes must be inspected and permitted by the Department of Labor. As Chief Boiler Inspector Mr. Oliver needs to ensure safe operation for personnel that work in the plant and the public.

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 25 day of July 2023 by and through
the Department of Labor (hereinafter referred to as the "State") and
Brian Scott Oliver 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 \$1734.00, which monies shall be used for the purpose of enrolling the Recipient in:

NAME OF COURSE(S)

NUC495 Integrated Technology Assessment BNX

which course(s) is being offered by Excelsior University
and which course (s) shall commence on January 08, 2024 and terminate on April 7th, 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 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.

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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

[Signature]

[Signature]

STATE OF NEW HAMPSHIRE

COUNTY OF Merumack

On this the 2nd day of August, 2023, before me, Brian Oliver 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.

[Signature]
Notary Public/Justice of the Peace
