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

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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May 1, 2022

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 \$1,505 as follows:

Institution:	NHTI-Concord's Community College 31 College Drive Concord, NH 03301
Course Title(s):	ENGL 101C - English Composition PSYC 105C - Introduction to Psychology
Course Date(s):	Begin: 07/05/2022 End: 08/26/2022
Employee:	Rhonda J. Kelley
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,505
State Share:	\$1,505
Source of Funds:	Employee Training, 20% Federal, 80% General



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 15th day of April, 2022 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Rhonda J. Kelley (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 \$1,505, which monies shall be used for the purpose of enrolling the Recipient in: English Composition and Introduction to Psychology (course name), which course(s) is being offered by New Hampshire Technical Institute and which course(s) shall commence on 07/05/2022 and terminate on 08/26/2022.
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)

Rhonda J. Kelley

(printed name)

Rhonda J. Kelley

NOTARY

State of New Hampshire, County of Merrimack:

On this the 15th day of April, 2022, before me, Ellen Macneil, the undersigned officer, personally appeared, Rhonda J. Kelley (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.

Ellen Macneil

ELLEN M. MACNEIL - Notary Public
State of New Hampshire
Notary Public/Justice of the Peace Commission Expires March 13, 202

THE STATE OF NEW HAMPSHIRE

(signature)

Lori Weaver

(date)

4.22.22

(printed name, title)

Lori Weaver
Deputy Commissioner

EXPLANATION

These courses, English Composition and Introduction to Psychology, will benefit the Department and the employee as they expand upon Ms. Kelley's understanding and skills related to business writing and understanding of people. English Composition is designed to help writers create clear, concise documents, while giving an overview of all stages of the writing process. Introduction to Psychology will focus on the fundamental facts and principles of psychology within the broader context of contemporary personal and social concerns. Topics may include the historical development of the discipline, scientific methodology, human development, motivational theory, consciousness, sensation and perception, learning, thinking, memory, emotions, biological basis of behavior, personality theory, psychopathology, and measurements and statistics. Given Ms. Kelley's position as first contact with the public at the Brown Building, this course will allow her to serve our diverse clients with increased understanding.

Rhonda Kelley has been employed by the Department of Health and Human Services (DHHS), for five (5) years and is currently an Administrative Secretary for the Commissioner's Office. Rhonda serves as the central reception point for the Brown Building Auditorium and Administrative Headquarters of DHHS. Her duties require excellent communication skills and the ability to exercise independent judgement in a busy environment. Her duties also include creating and maintaining daily meeting schedules, coordinating use of conference rooms, and greeting and directing a diverse client base visiting the building, as well as answering a multitude of questions from staff and visitors. The courses described above are part of an Associate of Science in Paralegal Studies program that Ms. Kelley is enrolled in, which will serve to increase her overall job skills and abilities.

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 to 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
Deputy Commissioner