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STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, NH 03301 TEL. (603) 271-3495 FAX (603) 271-1953 Christine M. Brennan Deputy Commissioner

Frank Edelblut Commissioner

May 13, 2022

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

## REQUESTED ACTION

Granite State College

Authorize the Department of Education, to enter into an educational tuition agreement and pay said costs in the amount of \$1,000.00 as follows:

Institution:

Course Title: Course Date: Degree Program: Graduation Date: (if applicable) Employee Name and Classification:

Vendor Code: Funding Source: Total Cost of Course: State Share: Source of Funds: 25 Hall Street Concord, NH 03301 Online Course LD821 Ethical Decision-Making July 5, 2022 to September 9, 2022 Master's Degree Summer 2023 Katelyn Komisarek Program Specialist II # 177491 06-56-56-565610-90080000-066-500544 \$1,000.00 \$1,000.00 100% Other Agency Income His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2

## **EXPLANATION**

This course focuses on the conflicts which arise when an individual's ethics are counter to the organization's practices. A historical review of various leader's actions taken, and consequences faced when confronted with an ethical dilemma is conducted. Students will assess their ethical framework and in context to an effective leadership model.

Katelyn has been employed by the Department of Education since February 2020. Katelyn began at the Department of Education in the Office of Career School Licensing. In July 2021, Katelyn began a new position within the division as Criminal Records Coordinator. With this course, Katelyn will be able to identify various factors that support or hinder ethical decision-making, evaluate the constructs of mortality and decision-making, and understand the implications of subjective and objective thinking. In addition, the course will provide explore various philosophical and societal approaches to problem solving and analyze ethical issues in business leadership and the decisions of leaders. CHRC role responsibilities include responding to inquiries from applications regarding criminal records checks and ensures timely responses, coordinate with the Department of Safety on running criminal records checks and related state and federal statutes, rules and policies, working with DCYF to for Central Registry findings, compare criminal background reports to state and federal regulations to determine eligibility, communicates decisions with applicants and gives guidance to applicants with questions related to the outcome of the background check, and other related role responsibilities.

The Department of Education encourages professional and personal growth, which will be beneficial to both the employee and to the Department.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully Submitted,

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Frank Edelblut Commissioner of Education

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## THE STATE OF NEW HAMPSHIRE EDUCATIONAL TUITION AGREEMENT DEPARTMENT OF EDUCATION

Agreement dated this 10 day of May 2022 by and through the Department of Education (hereinafter referred to as the "State) and Katelyn Komisarek (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 \$1.000.00, which monies shall be used for the purpose of enrolling the Recipient in: LD821 Ethical Decision-Making, which course(s) is being offered by Granite State College and which course(s) shall commence on July 5, 2022 and terminate on September 9, 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 "attomey" fees.

IN WITNESS WHEREOF the representatives of the State, in his/her official capacity only, and without personal liability, and the Recipient, have herewhto set their hands on the date first above written.

RECIPIENT (signature)

(printed name) Katelyn Komisarek

NOTARY State of New Hampshire, County of Merrimack:

On this the 10 day of May, 2022, before me, Susan Blake, the undersigned officer, personally appeared, Katelyn Komisarek (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.

Notary Public COMMISSION THE STATE OF NEW HAMPSHIRE EXPIRES ULY. 14, 2026 (signature) - The Elet (date) \_5/18/2022 (privad name, title) Frank Edelblut, Commissioner of Education