



State of New Hampshire

Department of Labor

Ken Merrifield
Commissioner of Labor

Rudolph W. Ogden III
Deputy Labor Commissioner

AUG02'21 PM 2:03 RCVD

Hugh J. Gallen
State Office Park
Spaulding Building
95 Pleasant Street
Concord, NH 03301
603/271-3176
TDD Access: Relay NH
1-800-735-2964
FAX: 603/271-6149
<http://www.nh.gov/labor>

JAC
IA

July 29, 2021

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 \$720.00 as follows:

Institution:	NHTI 31 College Drive Concord, NH 03101 Online course
Course Title:	ACCT-102C Accounting II
Course Date:	October 25, 2021 – December 17, 2021
Degree Program:	Associates Degree
Employee Name and Classification:	Nicole Edes Program Assistant II
Vendor Code:	# 216952 (R001)
Funding Source:	02-26-26-260010-6000-066-500544
Total Cost of Course:	\$720.00
State Share:	\$720.00
Source of Funds:	100% Other (Agency Income)

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Page 2 of 2

EXPLANATION

This course, ACCT-102C Accounting II, will benefit the Department and the employee as it explores the fundamentals of accounting concepts and procedures. Topics discussed include payroll, payables, partnerships and corporations. Through this course, Ms. Edes will gain greater knowledge in accounting principles and how to apply these principles to her day to day duties including generating payables and working with funds received by the Department.

Nicole Edes is currently a Program Assistant II, in the Hearings Bureau and has been with the Department for 14 years. Ms. Edes has been promoted to a Labor Inspector effective August 13, 2021. This class will be very beneficial in this role as Labor Inspectors review payroll and bank records of companies conducting business in the State of New Hampshire. Ms. Edes is working toward her Associates degree in Business Administration, which will increase her understanding of business operations and administration.

The Department of Labor 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,



Ken Merrifield
Commissioner
Department of Labor



**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE DEPARTMENT OF LABOR
EDUCATIONAL TUITION AGREEMENT**

Agreement dated this 29th day of July 2021 by and through the Department of Labor (hereinafter referred to as the "State) and Nicole Edes 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 \$720.00, which monies shall be used for the purpose of enrolling the Recipient in:

ACCOUNTING II

which course(s) is being offered by NHTI and which course (s) shall commence on October 25, 2021 and terminate on December 17, 2021.

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) *Nicole Edes* (printed name) Nicole Edes

STATE OF NEW HAMPSHIRE

COUNTY OF *Merrimack*

On this the 29th day of July, 20 21, before me, Nicole Edes 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 the presence of I hereunto set my hand and official seal.



Susan L. Hines
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) *Kenneth D. Merrifield* (date) 7/29/21

(printed name, title) Kenneth D Merrifield, Commissioner