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

Lori A. Weaver
Commissioner

Morissa Henn
Deputy Commissioner

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June 10, 2024

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 \$3,000.00 as follows:

Institution:	New England College 98 Bridge Street Henniker, NH 03242
Course Title:	Professional Nursing III
Course Date:	Begin: 08/26/2024 End: 12/06/2024
Employee:	Karmyn LaDuke
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course:	\$6,696.00
State Share:	\$3,000.00
Source of Funds:	Employee Training; 20% Federal, 80% General

EXPLANATION

This education will benefit the Department of Health and Human Services (DHHS) and Karmyn LaDuke by improving the overall efficiency of the employee's work. It will enable Karmyn to forward the mission of New Hampshire Hospital "To help citizens with acute mental illness stabilize their conditions and live their best lives" in addition to the overall mission of DHHS to provide "opportunities for citizens to achieve health and independence".

This Course, *Professional Nursing III*, will further develop this employee's ability to use strategies in critical thinking, clinical reasoning, and apply scientific problem-solving methods to demonstrate clinical judgment in simple and complex healthcare situations. Additionally, Karmyn will develop skillsets in intervening therapeutically by combining knowledge, and professional dispositions in a holistic, socially just, person-centered, ethical, and compassionate manner.

Karmyn LaDuke has been employed with the Department of Health and Human Services for two (2) years, and currently serves as a 31-1130 Nursing Assistant 3 (Mental Health Worker III) with New Hampshire Hospital. In this position, Karmyn is responsible for staffing the units with nurses and mental health workers, taking into consideration the skill mix based on Nursing Leadership standards. This employee gives feedback to Nursing Leadership regarding creative, effective, and efficient use of nursing resources, maintain attendance records and other data to determine future staffing needs, seeks out the most cost-effective method of providing quality nursing staffing/coverage and occasionally covers duties on the units when needed.

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.

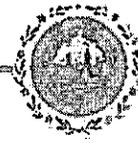
Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori A. Weaver
Commissioner

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THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 6 day of June 2024 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Karmyn LaDuke(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 \$3,000.00 Professional Nursing III (course name), which course(s) is being offered by New England College and which course(s) shall commence on August 26, 2024 terminate on December 06, 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 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) Karmyn LaDuke (printed name) Karmyn LaDuke

NOTARY State of New Hampshire, County of Merrimack :

On this the 6th day of June, 2024, before me, Molly Baca, the undersigned officer, personally appeared, Karmyn LaDuke, (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. Molly A. Baca
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE
(signature) [Signature] (date) 6/10/2024

(printed name, title) Ann Landry, Associate Commissioner
MOLLY A. BACA - Notary Public
State of New Hampshire