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

Lori A. Weaver
Commissioner

Morissa S. Henn
Deputy Commissioner

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December 27, 2023

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 \$1433.75 as follows:

Institution:	Southern New Hampshire University PO Box 55008 Boston, MA 02205
Course Title:	Measuring Success in an Organization
Course Date:	Begin: 02/26/2024 End: 05/05/2024
Employee:	Rebecca Lovell
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course:	\$1433.75
State Share:	\$1433.75
Source of Funds:	Employee Training; 20% Federal, 80% General

EXPLANATION

This education will benefit the Department of Health and Human Services (DHHS) and Rebecca Lovell by improving the overall efficiency of the employee's work. It will enhance this employee's skills related to financial and management accounting principles, organizational leadership, analytical techniques, and strategic planning. Completing this course is also part of Rebecca's longer term goal of obtaining an MBA with a concentration in Public Health.

This course, *Measuring Success in an Organization*, will improve this employee's ability to prepare, monitor, and evaluate financial and accounting reports and metrics and present findings and recommendations. From reporting to planning, Rebecca will develop an acute awareness of a perpetually changing environment and how entities measure its success, challenges and resources.

Rebecca has been employed with the Department of Health and Human Services for 15 years and currently serves as a Microbiological Expert and unit supervisor of the Arbovirus/Emergency Response unit for NH Public Health Laboratories. In addition to her responsibilities with Arboviral surveillance and emergency response, Rebecca also serves as the technical lead for the conventional bioterrorism testing program.

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



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 4 day of December 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Rebecca Lovell (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 1433.75, which monies shall be used for the purpose of enrolling the Recipient in: MBA-620 Measuring Success in an Organization, (course name), which course(s) is being offered by Southern NH University and which course(s) shall commence on February 26 2024 and terminate on May 5, 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) Rebecca Lovell (printed name) Rebecca Lovell

NOTARY State of New Hampshire, County of Merrimack :

On this the 4th day of December, 2023, before me, Melissa Guenther, the undersigned officer, personally appeared, Rebecca Lovell (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.

Melissa Guenther
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE
(signature) Melissa Guenther (date) 12.27.23
(printed name, title) Melissa Guenther, Deputy Commissioner

MELISSA A. GUENTHER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 29, 2026