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

Lori A. Shibinette
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Deputy Commissioner

March 12, 2021

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 \$1,884 as follows:

Institution:	Granite State College 25 Hall Street Concord, NH 03301
Course Title(s):	MATH 504 STATISTICS and MGMT 502 EXCEL
Course Date(s):	Begin: 04/08/2021 End: 06/29/2021
Employee:	Denise M. Sherburne
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course:	\$1,884
State Share:	\$1,884
Source of Funds:	Employee Training, 20% Federal, 80% General

EXPLANATION

The first course, MATH 504 STATISTICS, will benefit the employee and the Department by allowing Denise Sherburne to further her knowledge in statistical concepts, methods and procedures, which are important for making well-informed decisions relevant to strategizing best practices for the Department's centralized Contracts Unit. The second course, MGMT 502 EXCEL, will also benefit the employee and the Department by allowing Ms. Sherburne to further her knowledge and skills in the use of Microsoft Excel as it relates to statistical concepts, methods, and procedures.

Ms. Sherburne has been employed by the Department of Health and Human Services (DHHS) for twenty-four (24) years and currently holds the position of Program Planning and Review Specialist in the Contracts Unit. In this position, Ms. Sherburne's job duties include the collection and analysis of the Contract Unit's productivity and outcomes data and metrics. The knowledge gained through these courses will allow Ms. Sherburne to comprehensively track quantitative data relative to failure or default rates of the products produced by the Contracts Unit. This will allow for the statistical analysis of the quality of products produced by staff. Formal training in the area of statistics and Excel will assist Ms. Sherburne with providing valuable input to the Department relative to a means for collecting, classifying, and analyzing data on the quality of products produced by the Contracts Unit staff. In her position, Ms. Sherburne would utilize statistical data to determine the trainings needed; whether processes should be modified; or whether new tools should be developed in order to increase product quality.

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 program will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

These modules will not be completed on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori A. Weaver
Deputy Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 17th day of March 2021 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Denise Sherburne (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 \$1,884.00, which monies shall be used for the purpose of enrolling the Recipient in: MATH 504 STATISTICS and MGMT 502 EXCEL (course name), which courses are being offered by Granite State College and which courses shall commence on April 6, 2021 and terminate on June 29, 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) Denise Sherburne (printed name) Denise M. Sherburne

NOTARY State of New Hampshire, County of Merrimack:

On this the 17th day of March, 2021, before me, Heidi Jackson-Rhine, the undersigned officer, personally appeared, Denise Sherburne (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.

Heidi Jackson-Rhine
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) Heidi Jackson-Rhine (date) March 17, 2021

(printed name, title) HEIDI F. JACKSON-RHINE - Notary Public
State of New Hampshire
Sherburne TA 3-12-21. My Commission Expires February 3, 2026