6 mac

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE 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

June 28, 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 a **Retroactive** educational tuition agreement and to pay said costs in an amount of $1,341 as follows, effective July 6, 2021:

Institution:	Granite State College 25 Hall Street Concord, NH 03301
Course Title(s):	MGMT 620 Effecting Positive Change in Organizations
Course Date(s):	Begin: 07/06/2021 End: 09/10/2021
Employee:	Denise M. Sherburne
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course:	$1,341
State Share:	$1,341
Source of Funds:	Employee Training, 20% Federal, 80% General

EXPLANATION

This request is **Retroactive** because an oversight occurred due to the high volume of items processed for the June 30, 2021, Governor and Executive Council meeting.

This course, Effecting Positive Change in Organizations, will benefit the employee and the Department by allowing Denise Sherburne to further her knowledge in how individual, interpersonal, group, organizational, and systemic changes impact organizational systems. Students will examine the characteristics of functional and dysfunctional systems, and how they are defined; and will be offered models, skills, techniques, and strategies for change related to individuals, relationships, groups, management, organizations, and systems. These skills are important for developing training for staff within the Department's Bureau of Procurement and Contracts.

Ms. Sherburne has been employed by the Department of Health and Human Services (DHHS) for twenty-five (25) years and currently holds the position of Program Planning and Review Specialist in the Bureau of Contracts and Procurement. In this position, Ms. Sherburne's job duties include developing and delivering training sessions to the Bureau's staff. Formal training in how to Effect Positive Change in Organizations will assist Ms. Sherburne with providing valuable input to the Department relative to process observation in order to serve as a resource in organizational consultation. The new skills obtained will be utilized to determine the trainings needed; whether processes should be modified; or whether new tools should be developed 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.

This module 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 8th day of June, 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 $1,341, which monies shall be used for the purpose of enrolling the Recipient in: MGMT 620 Effecting Positive Change in Organizations *(course name)*, which courses are being offered by Granite State College and which courses shall commence on July 6, 2021 and terminate on September 10, 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) _____ *(printed name)* Denise M. Sherburne

NOTARY State of New Hampshire, County of Merrimack:

On this the 8th day of June, 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 - Notary Public
State of New Hampshire
My Commission Expires February 3, 2026

THE STATE OF NEW HAMPSHIRE

(signature) _____ *(date)* 6.10.21

(printed name, title) Lori Weaver, Deputy Commissioner