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MAN

Lori A. Stibbinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

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August 16, 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 \$1881.00 as follows:

Institution: Southern New Hampshire University
33 South Commercial Street
Manchester, NH 03101

Course Title(s): MBA-500 Building Business Leaders

Course Date(s): Begin: 10/11/2021
End: 12/19/2021

Employee: Rebecca Lovell

Funding Source: 05-95-95-953010-56770000-066-500544

Total Cost of Course(s): \$1881.00

State Share: \$1881.00

Source of Funds: Employee Training, 20% Federal, 80% General

EXPLANATION

This course, Building Business Leaders, will benefit the Department and Ms. Lovell as it explores the key approaches used to conduct a comprehensive look at the alignment between an organization's vision, mission, values, culture, and strategies. Topics covered include evaluation of internal and external factors, including understanding key financial statements; forecasting; and identification and review of key performance indicators. This course will give a broader understanding to the business side of the public health laboratory. Completing this course as part of her Master's in Business Administration with a concentration in Public Administration, will allow Ms. Lovell will understand how to help lead the Public Health Laboratory and other sections of the Division of Public Health into the future, and strengthen inter-department cooperation.

Rebecca Lovell is a Laboratory Scientist IV, who has worked for the Department of Health and Human Services, Division of Public Health for more than thirteen (13) years. She has worked in the Arbovirus/Emergency Response unit of the Public Health Laboratory for over five (5) years, and previously worked in the Clinical Microbiology unit for eight (8) years. She is the technical lead for the conventional bioterrorism testing program in addition to her responsibilities with arboviral surveillance and emergency response.

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 Weaver
Deputy Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 29 day of July 2021 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 \$1881.00, which monies shall be used for the purpose of enrolling the Recipient in: Building Business Leaders, which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on October 11, 2021 and terminate on December 19, 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) Rebecca Lovell (printed name) Rebecca Lovell

NOTARY State of New Hampshire, County of Merrimack

On this the 29th day of July, 2021, before me Barbara A White 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. Barbara A White
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE (signature) Lori Weaver (date) 5.21.21

(printed name, title) Lori Weaver DEBARA A. WHITE, NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES December 6, 2022
Tuition agreement Lovell Deputy Commissioner