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

Lori A. Shiblette
Commissioner

Lori A. Weaver
Deputy 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

December 1, 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 \$1,119.00 as follows:

Institution:	Southern New Hampshire University 33 South Commercial Street Manchester, NH 03101
Course Title(s):	MBA-504 Applied Business Statistics
Course Date(s):	Begin: 01/03/2022 End: 03/12/2022
Employee:	Rebecca Lovell
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,119.00
State Share:	\$1,119.00
Source of Funds:	Employee Training, 20% Federal, 80% General

EXPLANATION

This course, Applied Business Statistics, will benefit the Department and Ms. Lovell as it explores the application of statistical techniques to analyze data in order to make critical business decisions. Thinking critically and deriving significance from a large volume of data and how this data can be used to determine causes, forecast the future, and measure performance are some of the tools of focus. This course will allow Ms. Lovell to develop skills to increase productivity, identify opportunities for improvement, and assist leadership at the Public Health Laboratories. Completing this course as part of her Master's in Business Administration with a concentration in Public Administration, will allow Ms. Lovell to more actively participate in the leadership of the Public Health Laboratory and other sections of the Division of Public Health, bringing them into the future, and strengthening inter-department cooperation.

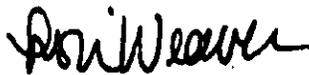
Rebecca Lovell is a Laboratory Scientist IV, who has worked for the Department of Health and Human Services, Division of Public Health for more than thirteen (13) years. She has worked in the Arbovirus/Emergency Response unit of the Public Health Laboratory for over five (5) years, and previously worked 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 A. Weaver
Deputy Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 24th day of November, 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 \$1,119.00, which monies shall be used for the purpose of enrolling the Recipient in: Applied Business Statistics (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on January 3, 2022 and terminate on March 12, 2022.
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)

Handwritten signature of Rebecca Lovell

(printed name) Rebecca Lovell

NOTARY State of New Hampshire, County of Merrimack:

On this the 24th day of November, 2021, before me, Ellen Macneil, 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.

Handwritten signature of Ellen Macneil
Notary Public/Justice of the Peace

ELLEN M. MACNEIL - Notary Public
State of New Hampshire
My Commission Expires March 13, 2024

THE STATE OF NEW HAMPSHIRE

(signature)

Handwritten signature of Lori A. Weaver and date 11.29.21

(printed name, title)

Lori A. Weaver, Deputy Commissioner