

MAY02'19 PM 2:57 DAS



Jeffrey A. Meyers  
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9389 1-800-852-3345 Ext. 9389  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

IC mac

May 1, 2019

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 \$2,376.00 as follows:

Institution: University of New Hampshire  
66 Commercial Street  
Manchester, New Hampshire 03101

Course Title(s): PHP 934 - Work Environment Policy and the Health of Workers

Course Date(s): Begin: 05/21/2019  
End: 06/20/2019

Employee: Katherine Dzenis

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

Total Cost of Course(s): \$2,376.00

State Share: \$2,376.00

Source of Funds: Employee Training, 100% General

**EXPLANATION**

This course, PHP 934 - Work Environment Policy and the Health of Workers will benefit the employee and the Department by allowing Ms. Dzenis to undertake the final course necessary to achieve her Master of Public Health degree. Ms. Dzenis's previous coursework has encouraged her to engage in critical thinking, in regards to; problem solving, enhancing her writing and communication skills, and increasing her knowledge of the inter-workings of the public health system. The knowledge gained from this class will familiarize Ms. Dzenis with Occupational and Health Safety Administration (OSHA) standards and allow her to become an active member in the laboratory safety committee. All of these skills will greatly contribute to the success of the Bureau, Division, and Department.

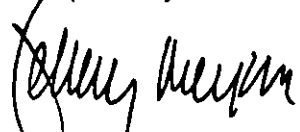
Ms. Dzenis has been employed by the Department of Health and Human Services (DHHS) for 1.5 years and is currently a Microbiologist I in the Division of Public Health Services, Bureau of Laboratory Services. Duties entail bacterial and viral genetic sequencing to connect cases for clusters or outbreaks, involvement in the quality of laboratory methods, and participation in employee laboratory safety by following the procedures put in place by the laboratory safety committee.

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 course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 5th day of April, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Katherine Dzenis (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 \$2,376.00, which monies shall be used for the purpose of enrolling the Recipient in: PHP 934 – Work Environment Policy and the Health of Workers, which course(s) is being offered by University of New Hampshire and which course(s) shall commence on May 21, 2019 and terminate on June 20, 2019.
- 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) Katherine Dzenis

(printed name) Katherine Dzenis

NOTARY State of New Hampshire, County of Merrimack:

On this the 5th day of April, 2019, before me Sandra White the undersigned officer, personally appeared, Katherine Dzenis (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.

Sandra J. White  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) Lori Weaver

(date) 5.1.19

(printed name, title) Lori Weaver  
Associate  
Commissioner