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Jeffrey A. Meyers
Commissioner

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

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November 13, 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 \$1,881.00 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title(s):	Intergovernmental Relations
Course Date(s):	Begin: 01/20/20 End: 03/29/20
Employee:	Lance Paquette
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,881.00
State Share:	\$1,881.00
Source of Funds:	Employee Training, 20% Federal, 80% General

EXPLANATION

This course, Intergovernmental Relations, will benefit the Department and the employee by furthering Mr. Paquette's knowledge and understanding of how state government, municipalities, and federal government agencies interact, communicate, and develop policy. The skills gained will help identify communication barriers between state, local towns and school districts, and will enhance his ability to develop responsible policy to help local and state governments work together. This course demonstrates the challenges and strategies for governance and administration in an institutional environment of fragmented authority and dispersed power. It defines the balance of shared powers between the layers and institutions of government poses and the considerable challenges to policymakers and administrators. Mr. Paquette is part of a Juvenile Justice Policy group as well as an Aftercare Permanency Planning group and this course will be invaluable in his professional development in those roles as well as in his role as a Juvenile Probation and Parole Officer.

Lance Paquette has been employed by the Department of Health and Human Services, Division of Children, Youth, and Families (DCYF) for seventeen (17) years, and is currently a Juvenile Probation and Parole Officer IV (JPPO). The employee's daily responsibilities include interactions with families, attorneys, police departments, and other professionals, often with individuals in distressed states. The job also requires attending hearings, conducting investigations, making recommendations and reporting to the courts as well as participating in community based and statewide committees in order to establish strong, effective working relationships with all involved in the juveniles' cases.

The Department of Health and Human Services (DHHS) encourages and supports employees who wish to further their professional growth through continuing education in disciplines that are mutually advantageous. Successful completion of these courses will add to the overall strength of the Department to perform its mission to the residents of the State 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 13th day of November, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Lance Paquette (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 \$1,881.00, which monies shall be used for the purpose of enrolling the Recipient in: Intergovernmental Relations (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on January 20, 2020 and terminate on March 29, 2020.
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) Lance Paquette

NOTARY

State of New Hampshire, County of Rockingham :

On this the 13th day of November, 2019, before me, Sherril L. Rosemont the undersigned officer, personally appeared, Lance Paquette (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.

Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature)

(date) 11.22.19

(printed name, title)

Lori Weaver, Associate Commissioner