

IF mac



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

*BUREAU OF HUMAN RESOURCE MANAGEMENT*

Jeffrey A. Meyers  
Commissioner

Marilyn G. Doe  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9344 1-800-852-3345 Ext. 9344

Fax: 603-271-4810 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 30, 2018

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 \$2,365.00 as follows:

Institution:	Rivier University, 420 South Main Street Nashua, NH 03060-5086
Course Title(s):	Disability Law and Policy/Basic Human Interaction
Course Date(s):	Begin: 05/14/2018 End: 08/16/2018
Employee:	Candace Puchacz
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$2,365.00
State Share:	\$2,365.00
Source of Funds:	Employee Training, 100% General

**EXPLANATION**

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.

The employee has been employed by the Department for nine years and is currently a Juvenile Probation and Parole Officer for the Division of Children, Youth & Families (DCYF) and is responsible for the supervision of offending juveniles, and monitors and reviews cases to ensure that Solution Based community supervision and placement case plans are developed with the youth and the family to ensure that objectives and tasks are being achieved and that court orders are being complied with in accordance with State and Federal Statutes.

This course: Disability Law and Policy, offered by Rivier University, examines federal and state laws and policies for their purpose and effect in the evolution and improvement of access, services, and programs for persons with developmental disabilities. The influence of state and federal laws and their impact on the management of schools and improvement of education for parents and students is analyzed.

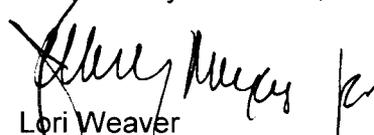
This course: Basic Human Interaction, offered by Rivier University, teaches a micro skills training approach to teaching students the fundamentals of effective inter-personal communication. Designed for counseling, education, and administrative staff, this course emphasizes both a theoretical understanding as well as the practices which demonstrate those skills.

Completion of these courses will increase the employee's ability to work collaboratively and effectively with youth and families from various cultural backgrounds, as well as their involvement in the juvenile justice system. Successful completion of the program will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

The course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori Weaver  
Associate Commissioner, Operations



Approved by: Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 26th day of March 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Candace Puchacz (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 \$2365.00, which monies shall be used for the purpose of enrolling the Recipient in: Disability Law and Policy - Basic Human Interaction (course name), which course(s) is being offered by College for America at Rivier University and which course(s) shall commence on May 14 2018 and terminate on August 16 2018.
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) Candace Puchacz
(printed name) Candace Puchacz

THE STATE OF NEW HAMPSHIRE
(signature) [Signature]
(printed name, title)

State of New Hampshire, County of Rockingham

On this the 28th day of March 2018, before me, Chester S. Jordan the undersigned officer, personally appeared, Candace Puchacz (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.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires 11/5/2019