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

Jeffrey A. Meyers  
Commissioner

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March 27, 2017

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 \$1,635.00 as follows:

Institution: Rivier University,  
420 South Main Street  
Nashua, NH 03060-5086

Course Title(s): Social and Cultural Foundations

Course Date(s): Begin: 05/15/2017  
End: 6/29/2017

Employee: Candace Puchacz

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

Total Cost of Course(s): \$1,635.00

State Share: \$1,635.00

Source of Funds: Employee Training, 66% General, 34% Federal

**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 was been employed by the Department for eight 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: Social and Cultural Foundations, offered by Rivier University, introduces counselors and educators to the concepts of cultural diversity with emphasis on the importance of creating pluralistic communities of care. The guidelines of the Association of Multicultural Counseling & Development (AMCD) are followed with this course focusing exclusively on the Awareness Phase of developing cultural competence. Completion of this course 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 Educational Tuition Agreement for your review.

Respectfully submitted,



Approved by: Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 23rd day of March 2017 by and through the Department of Administrative 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 \$1635, which monies shall be used for the purpose of enrolling the Recipient in: Social and Cultural Foundations (course name), which course(s) is being offered by Rivier University and which course(s) shall commence on May 15 2017 and terminate on June 29 2017.
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 23 day of March, 2017, before me, Chester 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