



Jeffrey A. Meyers
Commissioner

Marilyn G. Doe
Director

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

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December 5, 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 \$1,256.00 as follows:

Institution: Granite State College
25 Hall Street
Concord, NH 03301

Course Title(s): Special Education Law

Course Date(s): Begin: 01/07/2019
End: 03/29/2019

Employee: Taylor Smith

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

Total Cost of Course(s): \$1,256.00

State Share: \$1,256.00

Source of Funds: Employee Training, 100% General

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EXPLANATION

This course, Special Education Law, will benefit Taylor Smith and the Department by allowing her to increase her practice knowledge on special education law in New Hampshire. This course will explore the historical development of federal, state, and local laws and regulations such as the Individuals with Disabilities Education Acts (IDEA) and the New Hampshire Standards for the Education of Students with Disabilities. The focus on policies and procedures provides the background future teachers and paraprofessionals need to fulfill their legal and ethical responsibilities and to understand the changing dynamics of special education law.

Many of the youth involved with the Juvenile Justice System are identified as special education students, and Juvenile Probation Officers regularly attend educational meetings in order to advocate for students and ensure their needs are being met. This course will allow Ms. Smith to have a better understanding of special education laws, increasing her ability to effectively advocate for the youth and families that she serves.

Ms. Smith has been employed by the Department of Health and Human Services for five (5) years and is currently a Juvenile Probation and Parole Officer in the Division of Children, Youth, and Families (DCYF). Duties entail serving as an Officer of the Court to supervise youth who are referred to the Juvenile Justice System through a delinquency petition or Children in Need of Services (CHINS), assessing the needs of youth under Court supervision and ensuring these needs are met, referring the youth and family to appropriate community agencies (such as law enforcement, schools, and mental health providers) to ensure youth are in compliance with Court orders and receiving appropriate support and services.

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 this 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,



Lori Weaver
Associate Commissioner, Operations

Approved by:



Jeffrey A. Meyers
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 6th day of November, 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Taylor Smith (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 \$1,256.00, which monies shall be used for the purpose of enrolling the Recipient in: Special Education Law (course name), which course(s) is being offered by Granite State College and which course(s) shall commence on January 7, 2019 and terminate on March 29, 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)

Taylor Smith

(printed name) Taylor Smith

NOTARY

State of New Hampshire, County of Merrimack:

On this the 6th day of November, 2018, before me, Enya Gattob the undersigned officer, personally appeared, Taylor Smith (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.

Enya Gattob
Notary Public/Justice of the Peace

exp 8/22/23

THE STATE OF NEW HAMPSHIRE

(signature)

Lori Weaver

(date)

11.27.18

(printed name, title)

Lori Weaver
Associate Commissioner