



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

January 23, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

1. Pursuant to RSA 4:8, authorize New Hampshire Employment Security (NHES) to accept a donation from The National Judicial College in the form of payment for tuition-related expenses for an NHES employee to attend an online course. The value of the donation is \$300.
2. To authorize NHES to enter into an educational tuition agreement and to pay the remaining tuition-related expenses of \$339 to The National Judicial College on behalf of the NHES employee.

**EXPLANATION**

A donation of \$300 will be made in the form of a scholarship to NHES for the purpose of funding tuition-related expenses for an employee in the NHES Appeal Tribunal Unit to attend the Web-based course *Evidence Challenges for Administrative Law Judges*. NHES has agreed to fund the remaining balance of \$339. This course will develop the employee's skills as an Appeal Tribunal Chairman to rule accurately on issues of hearsay, foundation, privileges, and burden of proof, and make correct determinations concerning witness observation when deciding unemployment compensation appeals.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Copadis', is written over the typed name.

George N. Copadis  
Commissioner

GNC/jdr



## EDUCATIONAL TUITION AGREEMENT

Agreement dated this 16<sup>th</sup> day of January 20 18 by and through the Department of Administrative Services (hereinafter referred to as the "State) and Kevin Croce 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 \$639.00 , which monies shall be used for the purpose of enrolling the Recipient in:

### Evidence Challenges for Administrative Law Judges: Web-Based

which course is being offered by The National Judicial College and which course shall commence on February 19, 20 18 and terminate on April 6, 20 18 .

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 course named in paragraph 1, the Recipient shall continue in the employ of the State in his current position (or in such other position, at equal or greater compensation, to which he may be assigned) for a period of three months.
5. The Recipient shall work in any area of the State to which he 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 is employed by the State subsequent to the date upon which the named course is 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.

- 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 official capacity only, and without personal liability, and the Recipient, have hereunto set their hands on the date first above written.

**RECIPIENT**

**THE STATE OF NEW HAMPSHIRE**

Kevin Croce

STATE OF NEW HAMPSHIRE

January 17, 2018  
Jill Revels

COUNTY OF Carroll

On this the 17<sup>th</sup> day of January 20 18, before me, Kevin Croce the undersigned officer, personally appeared, 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.

DIANE L. McHUGH, Notary Public  
New Hampshire  
My Commission Expires February 25, 2020

Diane McHugh  
Notary Public/Justice of the Peace

THE NATIONAL  JUDICIAL COLLEGE

Benes Z. Aldana  
President

January 10, 2018

Hon. Kevin D. Croce  
Employment Security  
518 White Mountain Hwy.  
Conway, NH 03818

[kevin.d.croce@nhes.nh.gov](mailto:kevin.d.croce@nhes.nh.gov)

Re: *Evidence Challenges for Administrative Law Judges: Web-Based*  
February 19-April 6, 2018

Dear Judge Croce:

Congratulations! You are the recipient of a \$300 scholarship from the College to attend the above-captioned course. The scholarship covers partial tuition (\$300 of \$639). The balance for which you are responsible is the balance of tuition (\$339).

- 1) **you must complete the entire course and**
- 2) **you must sign a Scholarship Acceptance Form (which will be provided to you via email).**

Confirmation of your enrollment in the course will be sent via a separate email from the registrar's office. That email will have additional logistics for the course including *where applicable* lodging and travel information.

We look forward to your participation in the course.

Very truly yours,

Rebecca Bluemer  
Scholarships