



Lori A. Weaver
Commissioner

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

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September 6, 2023

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 \$760.00 as follows:

Institution:	National Judicial College Judicial College Building; MS358 Reno, NV 89557
Course Title(s):	Judicial Writing
Course Date(s):	Begin: 09/18/2023 End: 09/21/2023
Employee:	Katherine McClure
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,360.00 <u>(\$600.00) Scholarship Award</u> \$760.00
State Share:	\$760.00
Source of Funds:	Employee Training; 20% Federal, 80% General

EXPLANATION

This course, *Judicial Writing*, will benefit the Department and Katherine McClure by enhancing the employee's ability to write concise and clear decisions for the Administrative Appeals Unit (AAU). *Judicial Writing* focuses on best practices in legal and judicial writing as well as the application of advanced composition principles to all levels of judicial work.

Katherine has been employed with the Department of Health and Human Services (DHHS) for 18 years and is a new AAU Hearings Examiner. In this new role, Katherine is responsible for writing decisions that will improve the overall quality of rulings that come out of AAU.

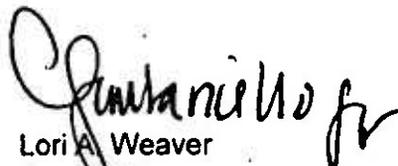
This education will directly impact Katherine's job performance at DHHS. Katherine will benefit from a training on judicial writing, as the legal writing for DCYF is very different from the writing required for AAU decisions. The knowledge gained from this course will improve the employee's decision writing by ensuring best practices, clarity, and consistency in judicial documents.

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 the courses will add to the overall strength of the Department to perform its mission for 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 A. Weaver
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 16th day of August 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Katherine McClure (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 \$760.00, which monies shall be used for the purpose of enrolling the Recipient in: Judicial Writing (course name), which course(s) is being offered by National Judicial College and which course(s) shall commence on September 18, 2023 and terminate on September 21, 2023.
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) Katherine McClure (printed name) Katherine McClure

NOTARY

State of New Hampshire, County of Merriam:

On this the 16th day of Aug, 2023, before me, Heather Lamm, the undersigned officer, personally appeared, Katherine McClure (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.

Heather Lamm
Notary Public/Justice of the Peace
NH Commission Exp. 02: 3/24/23

THE STATE OF NEW HAMPSHIRE

(signature) Christine Santaniello (date) 8/21/23
(printed name, title) Christine Santaniello, Associate Commissioner