



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Dawn Touzin
Chief Legal Officer

September 21, 2016

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Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 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 \$1,938.00 as follows:

Institution: Franklin Pierce University
40 University Drive
Rindge, NH 03461-0060

Program Title: Paralegal Certificate Program

Program Dates: Begin: September 12, 2016
End: July 1, 2017

Course 1-Title: Tort Law

Course 1- Dates: Begin: November 7, 2016
End: January 21, 2017

Course 2 -Title: Probate Law

Course 2 -Dates: Begin: November 7, 2017
End: January 21, 2017

Employee: Caitlin Sittig, Executive Secretary, Office of Legal and Regulatory Services

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

Total Cost of Courses: \$1,938.00

State Share: \$1,938.00

Source of Funds: Employee Training

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 worked for the Department for two and a half years, and has spent the last few months as Executive Secretary for the Office of Legal and Regulatory Services. The employee's daily responsibilities include interactions with clients, their families, attorneys, and other professionals, often performing research and writing correspondence in regard to legal cases handled by the Department.

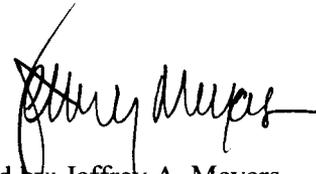
The Paralegal Certificate Program offered by Franklin Pierce University focuses on introducing an individual into the world of paralegal studies, honing the student's ability to perform legal analysis, and research and writing skills. The two courses of the Paralegal Program being requested are Tort Law and Probate Law. Learning outcomes for these classes include: understanding of the historical aspect for the rationale of the legal system's existence and effectiveness; ethics; legal research, analysis, and writing; theoretics and application of personal injury law; litigation; and probate courts.

This program will contribute to the employee's value in the position by increasing her knowledge and understanding of the challenges faced by both attorneys and clients during trials, as well as furthering her understanding of the foundations of the legal system and materials she is working with. This will improve her interactions with the attorneys she supports, as well as support her in becoming a more effective liaison between the Legal Unit and State officials, and the attorneys and their clients. In addition, the employee will be expected to share her knowledge with the rest of the unit so that all may further benefit from her participation in the Paralegal Certificate program.

The classes are part of the employee's broader goal of completing the Paralegal Certificate Program and eventually moving forward within the Legal Unit of DHHS to a Paralegal or Legal Aid position. This certificate will build her analytical skills that will enable her to effectively respond to complex challenges within her unit.

The employee will be completing the course on her own time. A fully executed tuition agreement is attached.

Respectfully submitted,



Approved by: Jeffrey A. Meyers
Commissioner



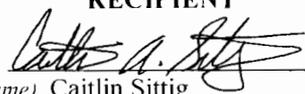
THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 21st day of September 2016 by and through the Department of Administrative Services (hereinafter referred to as the "State") and Caitlin Sittig (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 \$1938.00, which monies shall be used for the purpose of enrolling the Recipient in: Tort Law, and Probate Law (*course name*), which course(s) is being offered by Franklin Pierce University and which course(s) shall commence on November 7, 2016 and terminate on January 21, 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) 
(printed name) Caitlin Sittig

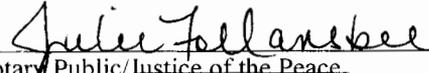
THE STATE OF NEW HAMPSHIRE

(signature) 
(printed name, title) Sheri Beck, CFO

State of New Hampshire, County of Merrimack ;

On this the 21st day of September, 2016, before me, Julie Follansbee, the undersigned officer, personally appeared, Caitlin Sittig (*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.


Notary Public/Justice of the Peace
EXPIRES 4/6/2021