



Jeffrey A. Meyers  
Commissioner

Eric D. Borrin  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF BUSINESS OPERATIONS  
*BUREAU OF CONTRACTS & PROCUREMENT*

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August 26, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

For consideration on the Consent Calendar, authorize the Department of Health and Human Services, to enter into an educational tuition agreement and to pay said costs in an amount of \$1,275.00 as follows:

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

Course Title(s): Work and Society

Course Date(s): Begin: 09/13/2016  
End: 12/06/2016

Employee: Elaina Magoon

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

Total Cost of Course(s): \$1,275.00

State Share: \$1,275.00

Source of Funds: Employee Training

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**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 been employed by the Department for eleven years as a Paralegal II in the Estate Recovery Unit. The employee's daily responsibilities in the Estate Recovery Unit include interactions with clients, their families, attorneys, and other professionals, often with individuals in very angry and distressed states.

This course, entitled Work and Society, focuses on analyzing the social nature of work in industrial societies. Learning outcomes include: identifying and understanding work ethic, diversity in the workplace, socialization and subcultures; applying sociological methods of observation and interviewing; and analyzing the impact of changes on workers and workplaces. This course will contribute to the employee's value in the position by increasing her knowledge and understanding of the various challenges faced by their client's occupations, training, employment status, as well as the differing cultural norms to lead to stronger communication, resulting in improved effectiveness of her interactions. In addition, the employee will be expected to share this knowledge with the rest of the unit so that all will benefit from her participation in the course.

This course is part of the employee's broader goal of completing a Bachelor of Science in Applied Studies, with a Concentration in Business Management. A degree in this program of study will further build her skill and expertise through learning advanced management functions, processes, and skills that will enable her to effectively respond to complex business and management challenges within her unit.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Approved by: Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 25th day of August 2016 by and through the Department of Administrative Services (hereinafter referred to as the "State) and Elaina S. Magoon (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 \$1,275.00, which monies shall be used for the purpose of enrolling the Recipient in: Work and Society (course name), which course is being offered by Granite State College and which course(s) shall commence on September 13, 2016 and terminate on December 6 2016.
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 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) Elaina S Magoon
(printed name) Elaina S Magoon

THE STATE OF NEW HAMPSHIRE
(signature) Sheri Rockburn
(printed name, title) Sheri Rockburn, CFO

State of New Hampshire, County of Merrimack:

On this the 25th day of Aug., 2016, before me, Julie Follansbee the undersigned officer, personally appeared, Elaina Magoon (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.

Julie Follansbee
Notary Public/Justice of the Peace