



State of New Hampshire

Department of Labor

Ken Merrifield
Commissioner

Rudolph W. Ogden, III
Deputy Commissioner

JAN24'23 AM 10:48 RCVD

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January 23, 2023

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Labor to enter into an educational tuition agreement and to pay said costs in the amount of \$760.00 as follows:

Institution:	The National Judicial College Mail Stop 358 Reno, Nevada 89557 Online course
Course Title:	Evidence Challenges for Administrative Law Judges
Course Date:	February 13, 2023 – March 31, 2023
Degree Program:	MS in Judicial Studies
Employee Name and Classification:	James McClain Hearings Officer
Vendor Code:	173591 (B001)
Funding Source:	02-26-26-260010-6000-066-500544
Total Cost of Course:	\$760.00
State Share:	\$760.00
Source of Funds:	100% Other (Agency Income)

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EXPLANATION

This course, "Evidence Challenges for Administrative Law Judges" will develop the skills needed to rule appropriately and explore the matters of hearsay, foundation, privileges, and burden of proof. Mr. McClain will improve his ability to make proper determinations when offered both expert witnesses and lay witnesses and their observations. The course will employ real-world examples and interactive tasks.

James McClain is currently a Hearings Officer in the Department of Labor Hearings Bureau, and has been with the Department for over one year. This class will be very beneficial in Mr. McClain's current role in conducting hearings of several types, inclusive of worker compensation cases, wage and hour violation cases, and whistleblower cases. Testimony and evidence are essential elements of such hearings, and this course will improve Mr. McClain's written decisions so that potential appellate proceedings can be conducted with a better understanding of the Hearings Officer's decision-making process.

The Department of Labor encourages professional and personal growth, which will be beneficial to both the employee and to the Department.

This course will be taken on State time, as part of the employee's continuing education required by RSA 281-A:42-b.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Ken Merrifield
Commissioner
Department of Labor



STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE DEPARTMENT OF LABOR
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 24th day of January 2023 by and through the Department of Labor (hereinafter referred to as the "State) and James McClain 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:

EVIDENCE CHALLENGES FOR ADMINISTRATIVE LAW JUDGES

which course(s) is being offered by The National Judicial College and which course (s) shall commence on February 13, 2023 and terminate on March 31, 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 three (3) 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) *James W. McClain Jr.* (printed name) James W. McClain Jr.

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this the 24th day of January, 2023, before me, Kenneth Merrifield 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.

Emily M. Pelletier
Notary Public/Justice of the Peace



THE STATE OF NEW HAMPSHIRE

(signature) *Kenneth D Merrifield* (date) 1/24/23
(printed name, title) Kenneth D Merrifield, Commissioner