

YV 51



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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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January 28, 2014

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

**REQUESTED ACTION**

To authorize the Department of Education to **retroactively** enter into an educational tuition agreement and to pay said costs in the amount of \$1,527.00 as follows:

Institution:	Keene State College 229 Main Street Keene, New Hampshire 03435
Course Title:	EDUCEL 652 – Budget, Facilities & and Safe Schools
Course Dates:	September 14, 2013, October 5, 2013, November 2, 2013, November 16, 2013 and March 22, 2014
Employee:	Deborah Krajcik Education Consultant I
Vendor Code:	177865
Distribution Code:	010-056-41100000-020-500802
Total Cost of Course:	3 Graduate Credits @ \$509.00 per credit \$1,527.00
State Share:	\$1,527.00
Source of Funds:	100% Federal

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Page – 2 -

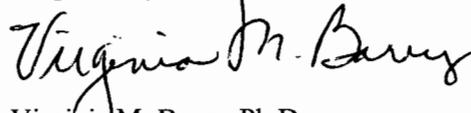
### EXPLANATION

This request is **retroactive** due to the fact that employees received incorrect information about the Governor and Council approval process for college courses. Deborah Krajcik works for the Department of Education, Bureau of Special Education as an Education Consultant. EDUCEL 652, *Budget, Facilities and Safe Schools*, is a blended learning course with day-long in-person meeting dates and an online component, which focuses on the study of and participation in the school budget process. Emphasis is placed on budget development and management, state regulations, and federal influences. Further components include health, safety, curricular, and co-curricular perspectives in building and facility management.

This course benefits Deborah in her position as an Educational Consultant and the Bureau of Special Education as the emphasis of her position is on special education program approval. Deborah monitors programs for compliance as well as approve new programs or changes to programs as described in RSA 186-C:5 and Ed 1126.02. Some of the criteria for approval include reviewing fiscal aspects of the schools, classes, and programs as well as reviewing school program operation, school program information, the physical plant, compliance with state statutes, and compliance with federal statutes and regulations.

In the event federal funds become no longer available, general funds will not be requested to support this program. Attached is a fully executed tuition agreement for your review.

Respectfully submitted,



Virginia M. Barry, Ph.D.  
Commissioner of Education

VMB:BJR  
Attachment: Education Tuition Agreement

# STATE OF NEW HAMPSHIRE

## Education Tuition Agreement

AGREEMENT dated this 6<sup>th</sup> day of September, 2013, by and through the New Hampshire Department of Education, Bureau of Special Education, (hereinwith referred to as the "State"), and Deborah Krajcik of Henniker, New Hampshire (hereinafter referred to as the "Recipient").

The State and the Recipient do hereby mutually agree and covenant, the agreements and covenants of the State being exchanged in consideration for the agreements and covenants of the Recipient, as follows:

- 1) The State shall pay to Keene State College (hereinafter referred to as the "Institution") the sum of \$1,527.00, which shall be used for the sole purpose of enrolling the Recipient in the following course which is currently being offered by said Institution, and which course is scheduled as follows: September 14, 2013, October 5, 2013, November 2, 2013, November 16, 2013 and March 22, 2014.
  - a) EDUCEL 652 – Budget Facilities & Safety \$1,527.00  
3 graduate credits at \$509.00 per credit
- 2) The Recipient shall fulfill all requirements for the course listed in paragraph 1 and shall achieve a passing grade as determined by the academic standards of the Institution.
- 3) The Recipient hereby authorized and consents to the release of her grades in the above-named course, by the Institution, directly to the Commissioner's Office of Administration and Finance.
- 4) For each course listed in paragraph 1 for which the Recipient fails to achieve a passing grade as defined in paragraph 2, the recipient agrees to reimburse the State, in full, for the amount of tuition paid for such course as set forth in paragraph 1.
- 5) Upon achieving a passing grade for the course listed in paragraph 1, the Recipient agrees to continue to work for the State in her current position, or in such other position to which she may be assigned provided that such other position offers a rate of payment equal to that offered by the Recipient's current position, for a period of 3 months.
- 6) In the event that the Institution reschedules the course identified in paragraph 1, the Recipient shall continue to be liable to perform the obligations identified in paragraph 4 unless the recipient immediately upon notice of the change in schedule, takes all reasonable steps to withdraw from the course and to arrange for the Institution to refund, in full, to the State. Upon the State's receipt of the tuition refund, this Agreement shall terminate.
- 7) The Recipient agrees to work in any area of the State to which she may be assigned provided that the location of such assignment does not present a severe hardship to the Recipient.
- 8) In the event that the Recipient fails to perform the obligations set forth in paragraph 5 of this Agreement, the Recipient shall reimburse the State, in full, for the tuition paid by the State, as set forth in paragraph 1 above.

- 9) The Recipient hereby waives the right to raise any setoff or counterclaim against the State in any action brought by the State to collect any amount of money due the State under this Agreement.
- 10) In the event that the Recipient is in breach of this Agreement and the State is successful in prosecuting a claim for reimbursement under this Agreement, the Recipient agrees to compensate the State for the costs and expenses incurred in connection with the prosecution, including a reasonable amount in attorney's fees.

WITNESS:

Babara J Raymond  
Shirley J Hadley

STATE OF NEW HAMPSHIRE

BY:

Virginia D. Berry

RECIPIENT:

Deborah Krajik  
\_\_\_\_\_

State of New Hampshire, County of Merrimack

On this 29th day of January, 2014, before me, the undersigned officer, personally appeared Deborah Krajik known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged that she has execute the same for the purpose herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal

Patricia T. Butler  
Notary Public/Justice of the Peace

PATRICIA T. BUTLER  
NOTARY PUBLIC - NEW HAMPSHIRE  
My Commission Expires February 6, 2018