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Frank Edelblut Commissioner Christine M. Brennan Deputy Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, NH 03301 TEL. (603) 271-3495 FAX (603) 271-1953

July 15, 2020

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

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REQUESTED ACTION

Authorize the Department of Education, to enter into an educational tuition agreement and pay said costs in the amount of \$3,000 as follows:

Institution:	Plymouth State University
	17 High Street, Plymouth,
	New Hampshire, 03264-1595
Course Title(s):	Autism and Spectrum Disorders (SE 5570-01)
	Collaboration, Consultation and Leadership in Special Ed (SE 5760-OL)
Course Date(s):	8/24/2020 – 10/30/2020-Online
Degree Program:	Special Education Certification
Employee Name and	Bridget Pare
Classification:	Education Consultant II
Vendor Code:	315187
Funding Source:	06-56-56-562010-25040000-066-500544
Total Cost of Course:	\$3,450
State Share:	\$3,000
Source of Funds:	100% Federal Funds

EXPLANATION

Course # SE 5570-01 Autism and Spectrum Disorders will explore the specifics of cognitive impairment focusing on mental retardation, autism, Asperger, PDD, communication disorders and their subgroups. Specific definitions, special education rights and legislation will be discussed in terms of these special populations.

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Course # SE 5760-OL Collaboration, Consultation and Leadership in Special Education is designed to assist participants in examining the nature of collaboration in organizations, the consultation process and essential leadership skills in special education. Students will learn about and examine examples of effective collaboration skills, as well as participate in guided practice of those skills. Emphasis will be given to concepts of intervention, management models and an analysis of a variety of special education needs.

The Department and the employee will benefit by increasing Ms. Pare's knowledge and understanding of autism and spectrum disabilities and collaboration and leadership in special education as they effect students, and will assist her in providing support for parents of students with disabilities, school districts and other constituents.

Bridget Pare has been employed by the Department of Education (DOE) for nearly ten (10) years and is currently an Education Consultant II in the Office of the Commissioner, Governance Unit. Duties entail Dispute Resolution Coordinator for state complaints in special education and higher education. She provides educational leadership and technical assistance to local school districts, parents of students with disabilities, attorneys and the general public. Bridget supervises local education agencies in the development of education programs and in the appropriate application of rules and laws in special education and other areas pertaining to complaints and investigations. She also provides testimony when requested regarding proposed changes in state laws affecting the education of children with disabilities, provides Ombudsman support as necessary by delivering technical assistance to a variety of stakeholders including parents, educators and the community regarding the special education process through maintaining the Bureau's Education Consultant on call process for phones.

The Department of Education encourages and supports employees who wish to further their professional growth through continuing education in disciplines that are mutually advantageous. Successful completion of the program will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

If Federal Funds become no longer available, General Funds will not be requested to support this agreement.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully Submitted,

Frank Edelblut Commissioner of Education



THE STATE OF NEW HAMPSHIRE EDUCATIONAL TUITION AGREEMENT DEPARTMENT OF EDUCATION

Agreement dated this <u>19</u> day of <u>June</u> 2020 by and through the Department of Education (hereinafter referred to as the "State) and <u>Bridget Pare</u> (hereinafter referred to as the "Recipient"). The State and the Recipient do hereby mutually agree as follows:

- The State shall pay to the named institution the sum of <u>3000</u>, which monies shall be used for the purpose of enrolling the Recipient in: <u>Autism and Spectrum Disorders and Collaboration</u>, <u>Consultation and Leadership in</u> <u>Special Education</u>, which course(s) is being offered by <u>Plymouth State University</u> and which course(s) shall commence on <u>August 24</u>, 2020 and terminate on <u>September 30</u>, 2020.
- 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 rate 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 <u>six (6)</u> 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)

NOTARY State of New Hampshire, County of New Walk-

200, this the <u>15</u> day of <u>whe</u>, 20<u>20</u>, before me, <u>Verelyn</u> Komsund the undersigned officer, personally appeared, <u>Dirts of the receiptent</u> 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.

THE STA (signature)

(printed name, title) Frank Edelblut, Commissioner of Education

State of NH Tuition Agreement.docx

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