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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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October 26, 2022

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

REQUESTED ACTION

For submission on the consent calendar. Authorize the Department of Education, to enter into an educational tuition agreement and pay said costs in the amount of \$2,040 as follows:

| | |
|-----------------------------------|--|
| Institution: | Saint Cloud State University Department of Community Psychology, Counseling and Family Therapy, Rehabilitation Counseling (M.S.) 720 4 th Avenue South St. Cloud, MN 56301-4498 |
| Course Title(s): | Psychopharmacology, 3 credits |
| Course Date(s): | January 3, 2023 – May 6, 2023 |
| Employee Name and Classification: | Crystal Vaughan-Gagnon Rehabilitation Counselor I |
| Vendor Code: | #204495 |
| Funding Source: | 06-56-56-565010-25380000-066-500544 |
| Total Cost of Courses: | \$2,040 - \$680/credit |
| State Share: | \$2,040 |
| Source of Funds: | 100% Federal-VR Field Programs |

EXPLANATION

Crystal Vaughan-Gagnon has been employed by the Department of Education's Bureau of Vocational Rehabilitation for over a year and is currently a Rehabilitation Counselor I. Duties entail providing counseling and planning to a wide-variety of individuals with disabilities; design interventions to mitigate environmental, employment, and attitudinal barriers; consult on regulatory issues, drawing on your knowledge of legal requirements. In addition, Ms. Vaughan-Gagnon will make the determination as to

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who is an individual with a significant disability, a most significant disability, or of ineligibility, as well as, determining that the record of service of an individual who has achieved an employment outcome can be closed. She has been participating in coursework, outside of state time, at Saint Cloud State University Graduate School of Rehabilitation Counseling, which will lead to a Master's in Rehabilitation Counseling where Ms. Vaughan-Gagnon has maintained a 3.9 GPA.

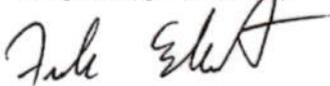
The course *Psychopharmacology* will benefit the Department and the employee by increasing Ms. Vaughan-Gagnon's knowledge and understanding of an advanced neurological basis of behavior, pharmacokinetics of drug action, effects of psychoactive and psychotherapeutic drugs, and principles of pharmacotherapy. Ms. Vaughn-Gagnon will learn about different therapies, and how to effectively counsel clients. This course will allow Ms. Vaughan-Gagnon the skills as well as the proficiency needed to be an innovative rehabilitation counselor.

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.

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 26th day of October 2022 by and through the Department of Education (hereinafter referred to as the "State") and Crystal Vaughan-Gagnon (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 \$2,040, which monies shall be used for the purpose of enrolling the Recipient in: Psychopharmacology, which course(s) is being offered by Saint Cloud State University and which course(s) shall commence on January 3, 2023 and terminate on May 6, 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 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) Crystal Vaughan-Gagnon

NOTARY State of New Hampshire, County of Rockingham:

On this the 27 day of Oct., 2022, before me, Erica L. Newman (Notary Public) the undersigned officer, personally appeared, Crystal Vaughan-Gagnon (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



THE STATE OF NEW HAMPSHIRE

Frank Edelblut, Commissioner of Education

(date) 11/1/2022