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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE COMMISSIONER

*BUREAU OF HUMAN RESOURCE MANAGEMENT*

Jeffrey A. Meyers  
Commissioner

Marilyn G. Doe  
Director

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July 16, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, to enter into an educational tuition agreement and to pay said costs in an amount of \$2,520 as follows:

Institution:	Rivier University 420 South Main St. Nashua, NH 03060
Course Title(s):	Advances in Mind, Brain and Learning
Course Date(s):	Begin: 09/04/18 End: 12/14/18
Employee:	Lori Shibinette
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$2,610.00
State Share:	\$2,520.00
Source of Funds:	Employee Training, 100% General

**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.

Lori Shibinette is currently employed as the Chief Executive Officer of New Hampshire Hospital. She has oversight responsibilities for 168 inpatient acute psychiatric patients and over 500 employees. Ms. Shibinette is requesting tuition assistance for Advances in Mind, Brain and Learning. This class focuses on latest advances and research in neuroscience as it relates to change and learning. The course content is applicable in the development of programming for psychiatric patients that move from inpatient setting to a community based care model; it is also relevant to the NHH team as they integrate professional development as part of a learning culture. Advances in Mind, Brain and Learning is part of her doctoral studies in Leadership and Learning.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori Weaver  
Associate Commissioner, Operations



Approved by:  
For Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 1st day of July 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Lori Shibinette (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 \$2,520, which monies shall be used for the purpose of enrolling the Recipient in: Advances in Mind, Brain and Learning, which course(s) is being offered by Rivier University and which course(s) shall commence on September 4, 20 18 and terminate on December 14 20 18.
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)

Lori Shibinette

(printed name)

Lori Shibinette

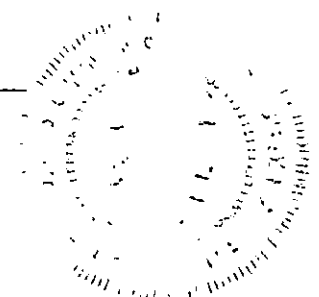
NOTARY

State of New Hampshire, County of Merrimack

On this the 28 day of June, 20 18, before me, Donda Loring the undersigned officer, personally appeared, Lori Shibinette (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.

Donda Loring
Notary Public/Justice of the Peace



THE STATE OF NEW HAMPSHIRE

(signature)

Lori Weaver

(date)

6-27-18

(printed name, title)

Lori Weaver, Associate Commissioner