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# State of New Hampshire

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857

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JEFFREY A. MEYERS  
COMMISSIONER

April 18, 2017

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

### REQUESTED ACTION

For consideration on the Consent Calendar, authorize the Department of Health and Human Services, to enter into an educational tuition agreement and to pay said costs in an amount of \$2000.00 as follows:

Institution:	Rivier University 420 South Main Street Nashua, NH 03060
Course Title(s):	Innovative Leadership in the Information Age
Course Date(s):	Begin: 05/15/2017 End: 06/29/2017
Employee:	Lori A. Shibinette
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$2340.00
State Share:	\$2000.00
Source of Funds:	Employee Training, 66% General and 34% Federal

### 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.

The employee, Lori Shibinette, is the Deputy Commissioner of Health and Human Services. She received her appointment from the Governor and Council in October 2016. Ms. Shibinette provides leadership and oversight to all areas within the Department. She works with the different divisions to assist in program planning, development of best practices and provide strategic leadership and comprehensive oversight. Ms. Shibinette also collaborates with external stakeholders to establish and maintain partnerships and provide input and expertise in a variety of health systems.

Ms. Shibinette is currently enrolled in the Doctorate of Education- Leadership and Learning program at Rivier University. This specific class, Innovative Leadership in the Information Age, is one of many classes that prepares students to seek, explore and utilize evidenced based research and practice in program planning. The vital component emphasizes the exploration of best practices and research to develop comprehensive program plans from a leadership position.

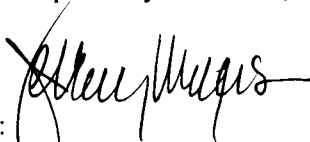
The Doctorate in Education – Leadership and Learning, is a terminal degree. This will assist Ms. Shibinette to incorporate advanced topics and strategic initiatives into DHHS at an executive team level. It is essential that the Department look across the boundaries of different divisions and to incorporate system wide leadership and strategy to move through multiple change initiatives in the future.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,

Approved by:

  
Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 18 day of April 2017 by and through the Department of Administrative 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 2000.00, which monies shall be used for the purpose of enrolling the Recipient in: Innovative Leadership in the Information Age (course name), which course(s) is being offered by Rivier University and which course(s) shall commence on May 15, 2017 and terminate on June 29 2017.
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

THE STATE OF NEW HAMPSHIRE
(signature) Jeffrey Meyers
(printed name, title) Jeffrey Meyers

State of New Hampshire, County of Merrimack;

On this the 18 day of April, 2017, before me, Lucille Lingard, 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.

Lucille T. Lingard
Notary Public/Justice of the Peace

