



Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu  
 CHAIRMAN Debra M. Douglas  
 COMMISSIONER Paul J. Holloway  
 COMMISSIONER J. Christopher Williams  
 EXECUTIVE DIRECTOR Charles R. McIntyre

August 22, 2018

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

**REQUESTED ACTION**

The New Hampshire Lottery Commission requests to place an item on the Consent Calendar.

The New Hampshire Lottery Commission requests authorization to enter into an Educational Tuition Agreement and to pay costs not to exceed \$2,512.00 in FY 2019 as follows:

<b>INSTITUTION:</b>	Granite State College 25 Hall Street Concord, NH 03301 ONLINE
<b>COURSES:</b>	a. Legal and Ethical Issues in Business Mgmt b. Managing Conflict
<b>COURSE DATES:</b>	September 24, 2018 – December 14, 2018
<b>EMPLOYEE:</b>	Travis Emerson Retail Relations Supervisor
<b>ACCOUNT:</b>	Funds to be encumbered from New Hampshire Lottery Commission, Lottery Division Account FY 2019: 06-083-083-830013-20280000 Training 066-500544
<b>TOTAL COURSES COST:</b>	\$2,512.00
<b>STATE SHARE:</b>	\$2,512.00
<b>SOURCE OF FUNDS:</b>	Lottery Fund



*Live Free or Die*

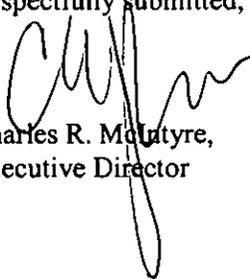
New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301  
 TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

**EXPLANATION**

We request permission for Travis Emerson, Retailer Relations Supervisor, to participate in two online courses offered at Granite State College. As a supervisor who must oversee staff and manage relations with New Hampshire Lottery's network of retailers, Travis' participation in the Managing Conflict course will improve his ability to distinguish types of disputes and help him to better and more expediently address concerns, whether among staff or issues that arise with sales agents. The course of study of Legal and Ethical Issues in Business Management will provide valuable insight to the law as it relates to business, contracts, requests for information, and safety regulations. As a representative of the Lottery to our sales channels, we see great benefit and return on investment to opportunities that expand the breadth of his managerial and business policies background.

Respectfully submitted,



Charles R. McIntyre,  
Executive Director

CRM:cn  
Attachments



*Live Free or Die*

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## **EDUCATION TUITION ASSISTANCE**

### **Purpose**

It is the policy of New Hampshire Lottery to encourage personnel to improve their work knowledge and skills by attending local colleges. The New Hampshire Lottery recognizes that participation in continuing education programs is a valuable component of competency and career development, and accordingly may grant tuition assistance. Tuition Assistance is not an automatic employee benefit and no college courses funded by the agency may be pursued during working hours.

### **Eligibility**

- The applicant shall be a full-time, permanent employee who has successfully completed the initial (12-month) probationary period.
- The course content shall be directly related to the applicant's current job responsibilities. Courses that are part of the degree program but are not directly related to the applicant's current job responsibilities may not meet the eligibility criteria.
- The applicant shall not have been involved in any formal disciplinary proceedings within the past 6-month period, or have disciplinary proceedings pending. Supervisors must use discretion in the approval/denial process.

### **Procedure for College Courses**

- Complete a "Request for Tuition Assistance" form (a separate form is available for the College of America) and have it approved by your Supervisor. The form must be submitted at least eight weeks prior to the beginning of the course to the Deputy or Executive Director.
- Upon Approval by the employee's Supervisor and a Director, the "Education Tuition Agreement" form will be initiated and a notarized signature will be requested from the employee before being submitted to G&C. G&C approval must be obtained in order for the tuition request to be granted.
- The agreement includes a statement indicating that tuition paid by the State agency will be considered a loan to the employee which will be forgiven only if the employee receives a grade of a B or better and continues their employment for six months beyond the end of the course. This is cumulative; for example if an employee enrolls in two courses at one time, they must receive a passing grade and be employed for 12 months beyond the completion of the courses before this loan will be forgiven.
- Payment will be made directly to the educational institution.
- After the course is completed, a copy of the grade transcript must be forwarded to the agency's Human Resources representative. It is a requirement of the contract that a passing grade of a B or better be achieved. If an employee does not complete the course, then he/she must repay the loan specified in the agreement. No new tuition agreement requests will be approved until this requirement is met.



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## **EDUCATION TUITION ASSISTANCE**

### **Procedure for College of America**

- Complete a "Request for Tuition Assistance" form and have it approved by your Supervisor. The form must be submitted at least eight weeks prior to the beginning of the six-month term to the Deputy or Executive Director.
- Upon Approval by the employee's Supervisor and a Director, the "Education Tuition Agreement – College for America" form will be initiated and a notarized signature will be requested from the employee before being submitted to G&C. G&C approval must be obtained in order for the tuition request to be granted.
- The agreement includes a statement indicating that tuition paid by the State agency will be considered a loan to the employee which will be forgiven only if the employee completes 24 competencies and continues their employment for 12 months beyond the end of the course.
- Payment will be made directly to the educational institution.
- After the term is completed, a copy of the completed competencies must be forwarded to the agency's Human Resources representative. It is a requirement of the contract that the competencies be completed. If an employee does not complete the term, then he/she must repay the loan specified in the agreement. No new tuition agreement requests will be approved until this requirement is met.

### **Financial Assistance**

- Tuition Assistance for courses is approved on a case-by-case basis and will be based on the availability of funds at the State agency.
- Once approved, New Hampshire Lottery will pay up to 100 percent of the cost of tuition only; registration, books and other costs are the responsibility of the employee.



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# REQUEST FOR TUITION ASSISTANCE

### Employee

**Name:** Travis Emerson

**Title:** Retail Relations Supervisor

### Educational Institution

**Name:** Granite State College

**Address:** 25 Hall St Concord, NH 03301

### Course Information

**Title:** Legal and Ethical Issues in Business Management

**Dates From:** 9/24/2018 **To:** 12/14/18

**Cost:** \$1256.00

### Description:

This course addresses the nature, functions, and operations of the legal system and how legal rules affect business operations. Students examine the legal framework of laws, rules, health and safety regulations, and judicial opinions that have direct and profound impacts on managerial decision making.

### Justification and job relevance:

This course is a degree requirement for Business Management at Granite State College. From this course, I hope to learn more about the legal system including, information on contracts, and how legal decisions will influence management decisions. Additionally, I am involved with the RFB and RFI process for Sales Department purchasing and this class will give me more insight on how this process works.

*I have read the Education Tuition Assistance Document (Current as of 12/1/14) and agree to the terms.*

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

8/1/18

### Approvals

**Supervisor:** \_\_\_\_\_

**Deputy/Executive Director:** \_\_\_\_\_

**Governor & Council:** \_\_\_\_\_



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# REQUEST FOR TUITION ASSISTANCE

### Employee

**Name:** Travis Emerson

**Title:** Retail Relations Supervisor

### Educational Institution

**Name:** Granite State College

**Address:** 25 Hall St Concord, NH 03301

### Course Information

**Title:** Managing Conflict

**Dates From:** 9/24/2018 **To:** 12/14/18

**Cost:** \$1256.00

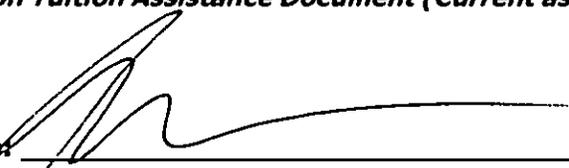
### Description:

This course teaches concepts and skills to manage conflict effectively between two people, within small groups, within organizations, and between organizations and systems. It is designed to help those who want to sharpen their ability to understand, manage, and create opportunity out of conflict.

### Justification and job relevance:

This course is a degree requirement for Business Management at Granite State College. From this course, I want to become a better leader by learning new techniques to manage conflict. Conflict can manifest in many ways and by being better able to recognize these forms, I hope to be able more quickly react and solve conflict. By doing so, I can overcome issues that arise quickly, learn from them, and move forward.

*I have read the Education Tuition Assistance Document (Current as of 12/1/14) and agree to the terms.*

**Employee Signature:** 

**Date:** 8/1/18

<b>Approvals</b>	
<b>Supervisor:</b>	
<b>Deputy/Executive Director:</b>	
<b>Governor &amp; Council:</b>	_____



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# EDUCATION TUITION AGREEMENT

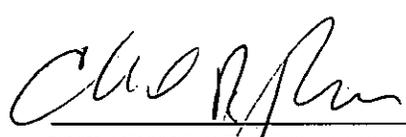
Agreement dated this 22nd day of August, 2018 by and through the New Hampshire Lottery Commission (hereinafter referred to as the "State" and Travis Emerson hereinafter referred to as the "Recipient").

The State and the Recipient do hereby mutually agree as follows:

1. The State shall pay to the named institution the sum of \$2,512, which monies shall be used for the purpose of enrolling the Recipient in: **Legal and Ethical Issues in Business Mangement, and Managing Conflict**, which course (s) is being offered by Granite State College and which course (s) shall commence on September 24, 2018 and terminate on December 14, 2018.
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 grade of B or better 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 to be an employee 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 12 months.
5. Should the recipient breach any of the conditions set forth in the paragraphs above, 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.
6. 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.
7. 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 representative of the State, in his/her official capacity only, and without personal liability, and the Recipient, has hereunto set their hands on the date first above written.

  
\_\_\_\_\_  
RECIPIENT

  
\_\_\_\_\_  
THE STATE OF NEW HAMPSHIRE

STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

On this the 22<sup>nd</sup> day of August, 2018, before me, EDITH CHIASSON the undersigned officer, personally appeared, 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

EDITH M. CHIASSON  
★ NOTARY PUBLIC - NEW HAMPSHIRE ★  
My Commission Expires March 25, 2020