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Nearly \$2 Billion and Counting for our Schools

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January 31, 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 \$1,500 as follows:

<b>INSTITUTION:</b>	College for America Southern New Hampshire University 1230 Elm Street Manchester, NH 03101
<b>COURSES:</b>	Associate of Arts in General Studies -Specialization in Business
<b>COURSE DATES:</b>	March 1, 2018 – September 1, 2018
<b>EMPLOYEE:</b>	Britni Halvorsen Program Assistant I
<b>DISTRIBUTION CODE:</b>	Funds to be encumbered from the following account: New Hampshire Lottery Commission, Lottery Division 06-083-083-830013-10290000 Training 066-500544
<b>TOTAL COURSES COST:</b>	\$1,500.00
<b>STATE SHARE:</b>	\$1,500.00
<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

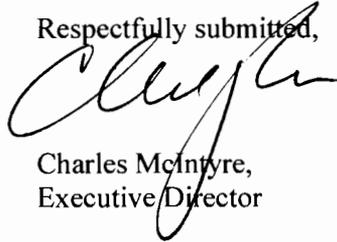
January 31, 2018

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and the Honorable Council

**EXPLANATION**

We request permission for Britni Halvorsen to take part in the Associate of Arts in general studies program, with a specialization in Business, offered by College for America, Southern New Hampshire University. As a Program Assistant I, Britni communicates directly with our charitable gaming associations; reviews, verifies, processes, and files all applications while determining their eligibility for our agencies programs and services. With this degree program, Britni will be able to grow in the field that is relevant to her current position. She will learn new skills, while improving upon her current skills of critical thinking, communication, and collaboration. We are confident that this program will aid Britni in furthering her career, in addition to advancing her professional capabilities, which will directly benefit the agency.

Respectfully submitted,



Charles McIntyre,  
Executive Director

CM:al  
Enclosures



*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.



# EDUCATION TUITION AGREEMENT COLLEGE FOR AMERICA

Agreement dated this 2nd day of February 2018 by and through the New Hampshire Lottery Commission (hereinafter referred to the "State" and Britni Halvorsen hereinafter referred to as the "Recipient").

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

1. The State shall pay the College for America the sum of \$1,500 which monies shall be used for the purpose of enrolling the Recipient in: **A 6 (six) month term being offered by College for America** and which course (s) shall commence on March 1 2018 and terminate on September 1 2018.
2. The Recipient shall complete assigned projects (24 competencies) in the six month term listed in paragraph 1 and provide documentation supporting projects completed during this six month term.
3. Should the recipient fail to complete any project during the six month term in paragraph 1, the Recipient shall pay to the State the sum set forth in paragraph 1, within 60 days from the date the term was to terminate, provided, however, that if more than one project was completed during the six month term, listed 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 six month term 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 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.

Britni Halvorsen  
**RECIPIENT**

Richard E. Blais  
**STATE OF NEW HAMPSHIRE**

**STATE OF NEW HAMPSHIRE COUNTY OF** Rockingham

On this the 7th day of February, 2018, before me, Britni Halvorsen 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.

Leigh A. Tilton  
**Notary Public/Justice of the Peace**

LEIGH A. TILTON, Notary Public  
State of New Hampshire  
My Commission Expires May 3, 2022



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# REQUEST FOR TUITION ASSISTANCE

**Employee**

Name: Britni Halvorsen  
Title: Program Assistant 1

**Educational Institution**

Name: College for America - SNHU  
Address: 1230 Elm Street Manchester, NH 03101

**Course Information**

Title: Associate of Arts in General Studies with  
Dates From: March 1, 2018 to: Sept 1, 2018 @ concentration in Business.  
Cost: \$1,500.00

**Description:**

Helps students develop the personal and business skills needed for the better career opportunities. Builds competencies in teamwork and collaboration, problem solving and critical thinking, communication and active listening.

**Justification and job relevance:**

Will help me continue to grow in fields dedicated to my position. To learn new skills and increase the knowledge with skills that I currently already have. Wanting to do this to help my life in the future.

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

Employee Signature: Britni Halvorsen Date: 1/2/18

<p><b>Approvals</b></p> <p>Supervisor: <u>[Signature]</u></p> <p>Deputy/Executive Director: <u>[Signature]</u></p> <p>Governor &amp; Council: _____</p>
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