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GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301 December 20, 2023

## 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 an Education Tuition Agreement and to pay costs not to exceed \$1,719.90 as follows:

INSTITUTION:

Online

Southern New Hampshire University

2500 North River Road Manchester, NH 03106

**COURSE:** 

MBA 530, Leading People and Organizations

**COURSE DATES:** 

February 26, 2024 - May 5, 2024

**EMPLOYEE:** 

Kelly Crockett

Administrative Assistant II

ACCOUNT:

Funds to be encumbered from New Hampshire Lottery

Commission, Lottery Division Account

FY 2024: 06-083-830013-20280000 Training 066-500544

**TOTAL COURSE COST:** 

\$1,719.90

STATE SHARE:

\$1,719.90

**SOURCE OF FUNDS:** 

Lottery Funds

## **EXPLANATION**

We request permission for Kelly Crockett, Administrative Assistant II to the Executive Director, to attend Leading People and Organizations (MBA 530) at Southern New Hampshire University. Ms. Crockett, who will participate in this course online and on her own time, represents the agency to patrons, guests, and various stakeholders associated with our lottery and charitable gaming activities. She assists the senior management and chief officers with messaging and written communications, and provides input based on interactions with our diverse customer base.

Course MBA 530 focuses on developing student's abilities to define their leadership direction, understanding their own uniqueness, to communicate effectively, and use emotional intelligence to lead people, teams, and organizations. This course will also teach evidence-based methodologies and tools to assess and elevate personal leadership plans.

Respectfully submitted,

Charles R. McIntyre Executive Director



## **EDUCATION TUITION AGREEMENT**

Agreement dated this **20** day of **December 2023** by and through the New Hampshire Lottery Commission (hereinafter referred to the "State" and **Kelly Crockett** hereinafter referred to as the "Recipient").

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

- The State shall pay to the named institution the sum of \$1,719.90, which monies shall be used for the purpose of enrolling the Recipient in: (<u>MBA-530</u>) <u>Leading People and Organizations</u>, which course (s) is being offered by <u>Southern New Hampshire University</u> and which course (s) shall commence on <u>February 26</u>, 2024, and terminate on <u>May 5</u>, 2024.
- 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 6 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.

STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

On this the 215 day of <u>December</u>, 2023, before me, <u>Kelly Crockett</u> 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** 

RECIPIENT

LYNDA E. PLANTE

★ NOTARY PUBLIC - NEW HAMPSHIRE ★
My Commission Expires September 11, 2025

THE STATE OF NEW HAMPSHIRE