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GOVERNOR Margaret Wood Hassan  
CHAIRMAN Debra M. Douglas  
COMMISSIONER Paul J. Holloway  
COMMISSIONER David L. Gelinis  
EXECUTIVE DIRECTOR Charles R. McIntyre

January 13, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

The New Hampshire Lottery Commission requests authorization to enter into an Educational Tuition Agreement and to pay costs not to exceed \$1,250.00 as follows:

**INSTITUTION:** Southern New Hampshire University  
2500 N. River Road  
Manchester, NH 03106

**COURSE:** College for America (2<sup>nd</sup> term)  
**COURSE DATE:** March 1, 2016 – August 31, 2016

**EMPLOYEE:** Adam Hopkins  
Sales Representative

**DISTRIBUTION CODE:** Funds to be encumbered from the following account:  
06-83-83-830013-10290000-066-500544

**TOTAL COURSES COST:** \$1,250.00

**STATE SHARE:** \$1,250.00

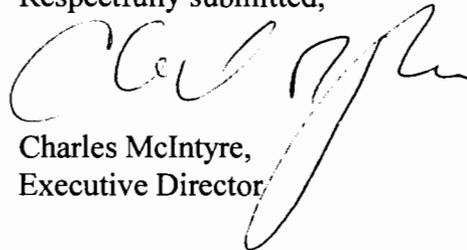
**SOURCE OF FUNDS:** Lottery fund



**EXPLANATION**

Adam Hopkins is currently a Sales Representative at the New Hampshire Lottery Commission. The College for America course for this second term will continue to provide Adam with the knowledge needed in his position as a Sales Representative and will improve his skills in problem solving, critical thinking, communication, active listening, teamwork and collaboration. Each of these skills will help him in his role to better serve lottery retailers and players. The College for America course will improve Adam's continued growth and performance in his current position as Sales Representative at the New Hampshire Lottery. This course is a required core course for his Associates Degree in Business. The employee will be attending the course on his own personal time and will be responsible for payment of required books and other materials.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charles McIntyre', written over the typed name.

Charles McIntyre,  
Executive Director

CM:dc  
Enclosure



Over \$1.7 billion to education

# EDUCATION TUITION AGREEMENT COLLEGE FOR AMERICA

Agreement dated this 15 day of JANUARY 2016 by and through the New Hampshire Lottery Commission (hereinafter referred to the "State" and Adam Hopkins 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 \$1,250 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 2016 and terminate on August 31, 2016.
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.

Adam Hopkins  
RECIPIENT

[Signature]  
STATE OF NEW HAMPSHIRE

STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

On this the 15<sup>th</sup> day of JANUARY, 2016, before me, ADAM HOPKINS 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.

[Signature]  
Notary Public/Justice of the Peace

