



GOVERNOR Margaret Wood Hassan
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER Doug Scamman
EXECUTIVE DIRECTOR Charles R. McIntyre

February 19, 2014

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 \$1,920.00 as follows:

INSTITUTION: Southern New Hampshire University

2500 N. River Road Manchester, NH 03106

COURSE: Financial Accounting

COURSE DATES: April 28, 2014 - June 22, 2014

COURSE: Managerial Accounting

COURSE DATES: June 23, 2014 - August 17, 2014

EMPLOYEE: Margaret Anderson

Statistician 1

DISTRIBUTION CODE: Funds to be encumbered from the following

account:

013-083-08300-10290000-500802

TOTAL COURSES COST: \$1,920.00 (\$960.00 each)

STATE SHARE: \$1,920.00 (\$960.00 each)

SOURCE OF FUNDS: Lottery fund

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EXPLANATION

Margaret Anderson has been an employee of the New Hampshire Lottery Commission since 1997. The Financial Accounting course will provide Margaret with the regulations for preparing accounting information used by internal and external sources to evaluate the financial health of an organization. This course will develop Margaret's ability to interpret financial accounting information.

The Managerial Accounting course will provide Margaret with the knowledge of how accounting and other productivity information can be used to assess the past and improve the future performance of a business by giving managers essential information they need to make more informed decisions. The Financial Accounting and Managerial Accounting courses will improve Margaret's continued growth and performance as an employee of the New Hampshire Lottery. These courses are required core courses for her Bachelor's degree. The employee will be attending the course on her own personal time and will be responsible for payment of required books and other materials. A fully executed tuition agreement is attached for your review.

Respectfully submitted

Charles McIntyre,/ Executive Director

CM:dc Enclosure

THE STATE OF NEW HAMPSHIRE

EDUCATIONAL TUITION AGREEMENT

AGREEMENT dated this _______ day of _______ by and through the N.H. Lottery Commission (hereinafter referred to as the "State") and, Margaret Anderson (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(s) the sum \$1,920.00 which monies shall be used for the sole purpose of enrolling the Recipient in two courses being offered by the Southern New Hampshire University. Financial Accounting shall commence on April 28, 2014 and will terminate on June 22, 2014. Managerial Accounting shall commence on June 23, 2014 and will terminate on August 17, 2014.
- 2. The Recipient shall complete and achieve a passing grade in each course named in paragraph 1.
- 3. Should the Recipient fail to complete and achieve a passing grade in 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 course(s) 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 the period of five 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 this 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 courses are satisfactorily completed, the value of said credit to be calculated on a pro rata basis.

- 7. The Recipient shall not raise any set off 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 "attorneys" 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 hand on the date first above written.

RECIPIENT THE STATE OF NEW HAMPSH
BY:

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

on this the one day of Flbruary, Joly, before me, Kassie Wong, the undersigned officer, personally appeared, Margret Anderson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s) he 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