



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

March 12, 2015

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 \$1,881.00 as follows:

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

COURSE: Financial Management
COURSE DATE: April 27, 2015 – July 5, 2015

EMPLOYEE: John (Jay) Pedone
 Accountant III

DISTRIBUTION CODE: Funds to be encumbered from the following
 account:
 013-083-08300-10290000-500802

TOTAL COURSES COST: \$1,881.00

STATE SHARE: \$1,881.00

SOURCE OF FUNDS: 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

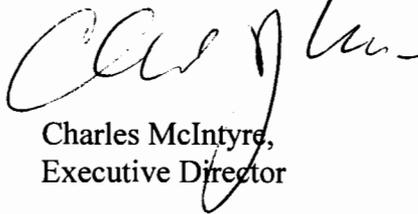
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EXPLANATION

John (Jay) Pedone is currently an Accountant III at the New Hampshire Lottery Commission. The Financial Management course will provide Jay with an understanding of financial decision making and how such decisions affect the business and financial environment. The Financial Management course will improve Jay's continued growth and performance in his current position as Accountant III at the New Hampshire Lottery. This course is a required core course for his Master's Degree in Accounting and Finance. 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,



Charles McIntyre,
Executive Director

CM:dc
Enclosure



EDUCATION TUITION AGREEMENT

Agreement dated this 12 day of March 20 15 by and through the New Hampshire Lottery Commission (hereinafter referred to the "State" and John (Jay) Pedone 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 \$1,881.00, which monies shall be used for the purpose of enrolling the Recipient in: Financial Management, which course (s) is being offered by Southern New Hampshire University and which course (s) shall commence on April 27 20 15 and terminate on July 5 20 15.
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 names 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 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 a period of 6 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 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.
7. 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.
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 additional 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.

John Pedone

RECIPIENT

Clayton

STATE OF NEW HAMPSHIRE

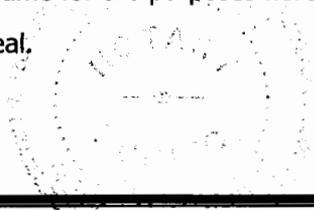
STATE OF NEW HAMPSHIRE COUNTY OF Merrimack

On this the 14th day of March, 2015, before me, John Pedone 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



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