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

August 30, 2013

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 \$960.00 as follows:

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

**COURSE:** Fundamentals of Algebra  
**COURSE DATES:** October 28, 2013 – December 22, 2013

**EMPLOYEE:** Margaret Anderson  
Statistician 1

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

**TOTAL COURSE COST:** \$960.00

**STATE SHARE:** \$960.00

**SOURCE OF FUNDS:** Lottery fund



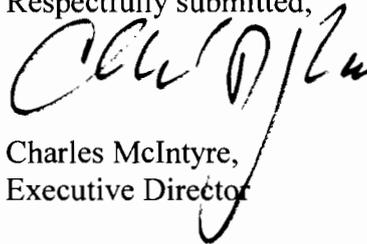
Live Free or Die

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

**EXPLANATION**

Margaret Anderson has been an employee of the New Hampshire Lottery Commission since 1997. The Fundamentals of Algebra course will provide Margaret with the knowledge of pre-algebra review; real numbers; algebraic expressions; linear and quadratic equations; graphs and applications; systems of equations; exponents; polynomials and rational expressions. The class will improve Margaret's continued growth and performance as an employee of the New Hampshire Lottery. The credits obtained in this course will be applied towards her information technology 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 3rd day of September 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 \$960.00 which monies shall be used for the sole purpose of enrolling the Recipient in: Fundamentals of Algebra, and said course is being offered by the Southern New Hampshire University, Manchester, New Hampshire. Fundamentals of Algebra shall commence on October 28, 2013 and will terminate on December 22, 2013.

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 HAMPSHIRE

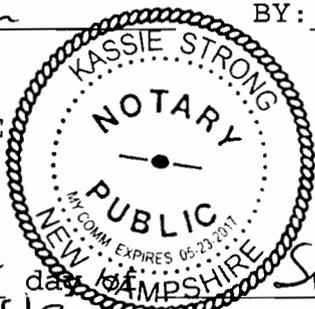
Margaret Anderson

BY:

[Signature]

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK



On this the 3rd day of September, 2013, before me, Kassie Strong, the undersigned officer, personally appeared, Margaret 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

[Signature]

**KASSIE STRONG, Notary Public**  
**My Commission Expires May 23, 2017**