

2C KDA



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

July 25, 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 \$2,280.00 as follows:

INSTITUTION: Granite State College
24 Hall Street
Concord, NH 03301

COURSES: Critical Inquiry
Principles of Management

COURSE DATES: September 9, 2013-December 6, 2013

EMPLOYEE: Leonard Mannino
Supervisor V

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

TOTAL COURSE COST: \$2,280.00

STATE SHARE: \$2,280.00

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

Leonard Mannino is a Supervisor V and has been an employee of the Lottery for eight years. Mr. Mannino manages eight employees across core agency work units including warehouse and shipping, regulatory security and integrity, fleet management, and buildings & grounds. Mr. Mannino is also the agency's risk coordinator and serves on the State's Cyber Security Committee as the appointed liaison to the Department of Information Technology. The Lottery Commission will benefit from the employee's enrollment in the courses Critical Thinking and Principles of Management as the new, management level core competencies, are learned and applied across the agency's core business functions. The class will improve this employee's continued growth and performance as an employee of the New Hampshire Lottery. The employee will be attending this course on his 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 25th day of July 2013 by and through the New Hampshire Lottery Commission (hereinafter referred to as the "State") and, Leonard Mannino (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 \$2,280.00 (\$1,140.00 for each course) which monies shall be used for the sole purpose of enrolling the Recipient in: Critical Inquiry , and Principles of Management, said courses are being offered by Granite State College in Concord, New Hampshire. The Critical Inquiry course and Principles of Management course shall commence on September 9, 2013 and will terminate in December 6, 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 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 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

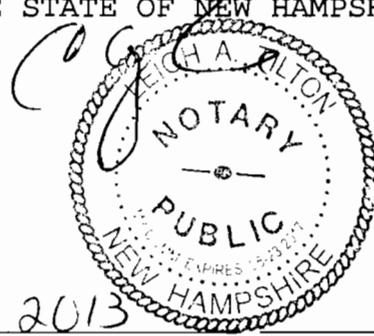
Leonard Manno

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

THE STATE OF NEW HAMPSHIRE

BY:



On this the 25th day of July, 2013, before me, Leigh A. Tilton, the undersigned officer, personally appeared, Leonard Manno, 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

Leigh A. Tilton

LEIGH A. TILTON, Notary Public
My Commission Expires May 23, 2017