

WJC



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 \$1,881.00 as follows:

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

COURSE: International Accounting
COURSE DATE: March 31, 2014 – June 15, 2014

EMPLOYEE: John 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



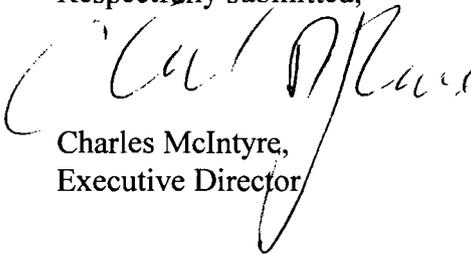
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EXPLANATION

John Pedone is currently an Accountant III at the New Hampshire Lottery Commission. The International Accounting course focuses on the global marketplace and reviews international accounting standards for financial reporting. The course also introduces and compares taxation and financial and managerial accounting issues in the international environment. The International Accounting course will improve John's continued growth and performance as an employee of 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. A fully executed tuition agreement is attached for your review.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles McIntyre", written over a large, stylized flourish that extends downwards and to the right.

Charles McIntyre,
Executive Director

CM:dc
Enclosure

THE STATE OF NEW HAMPSHIRE

EDUCATIONAL TUITION AGREEMENT

AGREEMENT dated this 19 day of February 2014 by and through the N.H. Lottery Commission (hereinafter referred to as the "State") and, John 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(s) the sum \$1,881.00 which monies shall be used for the sole purpose of enrolling the Recipient in a course being offered by the Southern New Hampshire University. The International Accounting course shall commence on March 31, 2014 and will terminate on June 15, 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

John Pedone

THE STATE OF NEW HAMPSHIRE

BY: C. C. [Signature]



STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this the 19th day of February, 2014, before me, Leigh A. Tilton, the undersigned officer, personally appeared, John M. Pedone, 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.

Leigh A. Tilton

Notary Public/Justice of the Peace

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