



Over \$1.5 billion to education

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

December 10, 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:** Accounting Controllership  
**COURSE DATE:** February 9, 2015 - April 19, 2015

**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



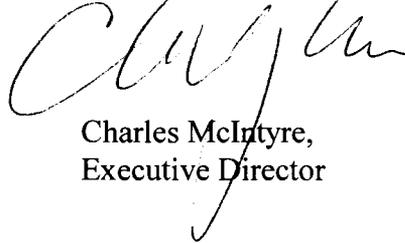
Live Free or Die

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**

John Pedone is currently an Accountant III at the New Hampshire Lottery Commission. The Accounting Controllership course will provide John with the knowledge needed in his position as a financial manager to master the technical, financial, accounting and people management skills necessary for the job of a corporate controller. The Controllership course will improve John'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. 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 10th day of December, 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: Accounting Controllership, said course is being offered by the Southern New Hampshire University, 2500 N. River Road, Manchester, New Hampshire. The Accounting Controllership course shall commence on February 9, 2015 and will terminate on April 19, 2015.

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

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

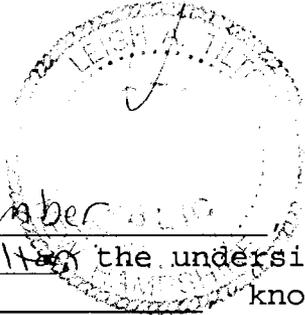
THE STATE OF NEW HAMPSHIRE

John Pedone

BY: [Signature]

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK



On this the 10<sup>th</sup> day of December, 2014, before me, ~~John Pedone~~ Leigh Tilton, the undersigned officer, personally appeared, John 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