

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

November 22, 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 \$690.00 as follows:

**INSTITUTION:** 

NHTI, Concord's Community College

31 College Drive Concord, NH 03301

**COURSE:** 

Accounting II

**COURSE DATES:** 

January 21, 2014-May 12, 2014

**EMPLOYEE:** 

Nancy Parry

Senior Accounting Technician

**DISTRIBUTION CODE:** 

Funds to be encumbered from the following

account:

013-083-08300-10290000-500802

TOTAL COURSE COST: \$690.00

**STATE SHARE:** 

\$690.00

**SOURCE OF FUNDS:** 

Lottery fund

## **EXPLANATION**

Nancy Parry has been an employee of the New Hampshire Lottery for 13 years and is currently a Senior Accounting Technician. The Accounting II class will provide Nancy with a continued knowledge of accounting concepts and procedures. The class will improve Nancy's growth and performance as an employee of the New Hampshire Lottery and will also benefit her in her Accounting position. The employee will be attending this 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 5th day of December by and through the New Hampshire Lottery Commission (hereinafter referred to as the "State") and, Nancy Parry (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 690.00 which monies shall be used for the sole purpose of enrolling the Recipient in: Accounting II, said course is being offered by New Hampshire Technical Institute, Concord, New Hampshire. Accounting II shall commence on January 21, 2014 and will terminate on May 12, 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 <u>five</u> months.
- 5. The Recipi ent 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	THE STATE OF NEW HAMPSHIRE
Mancy Parry	BY: Ell Hlm
<i>J</i> :	
STATE OF NEW HAMPSHIR	E //
COUNTY OF MERRIMACK	V

on this the 5th day of December , 2013, before me, Legh & Liter, the undersigned officer, personally appeared, nancy four flavor favor, 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, Notary Public My Commission Expires May 23, 2017