



TUITION ASSISTANCE AGREEMENT

This Tuition Assistance Agreement is made and entered into by and between Prosperity Training Center ("Prosperity") and _____, LLC ("Facility") for the benefit of Facility employee _____ ("Employee"). This Agreement is effective after it is signed by both parties, the Effective Date being the date of the last party's signature.

RECITALS

WHEREAS, Employee is currently employed at Facility as a _____ (*job title*) with Facility.

WHEREAS, Employee desires to attend training and/or certification courses offered by Prosperity.

WHEREAS, Facility and Employee wish to engage Prosperity to provide certain training for the benefit of Employee.

WHEREAS, Company values the professional and personal development of its employees, and provides for educational assistance to eligible employees.

WHEREAS, in recognition of Employee's service to Facility, Facility wishes to pay for Employee's training with Prosperity.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, Prosperity, Company and Employee agree as follows:

1. **Training/Certification Course:** As part of Company's educational assistance program, Facility agrees to pay Prosperity for Employee to the following course/training:

Course: C.N.A Am Course

School: Prosperity Training Center

City, State: Tulare, Ca 93274

Dates of Attendance:

2. Cost of Training:

- a. Facility agrees to pay Prosperity **\$1650.00**, which includes registration, tuition, fees, required books and other materials. (“Training Fees”).
- b. **\$650.00** of the Training fees are due prior to the first scheduled session of the applicable Training/Certification Course. **The remaining balance of \$1000.00 is due upon course completion.**
- c. Upon Facility request, Prosperity may agree to enter a payment plan with Facility.

3. Employee Commitment: In consideration of Facility paying the Training Fees listed in Section Two, Employee agrees to the following:

- a. Employee will attend all scheduled courses.
- b. Employee agrees to study applicable course materials.
- c. Employee agrees to take any necessary certification tests.

4. Refunds and Credits: Prosperity recognizes that not all training/certification courses are completed. The following sets forth how Training Fees are treated in the event a course is not completed, or Employee separates from Facility.

- a. If Employee voluntarily terminates employment with Facility after the Training/Certification Course identified in Section 1 commences but prior to completing the course, Employee will reimburse Facility for the Training Fees paid by Facility on Employee’s behalf, less any credits or refunds Prosperity issues.
- b. If Employee voluntarily terminates employment with Facility within six months of completion of the Training/Certification Course identified in Section 1, Employee will reimburse Facility for the Training Fees paid by Facility on Employee’s behalf.
- c. If Employee is unable to complete the Training/Certification Course identified in Section 1 due to what Facility considers extenuating circumstances (such as Employee illness or the illness of a family member), Facility shall notify Prosperity to discuss either a credit against future training, or in certain circumstances, a refund of Training Fees paid on Employee’s behalf.
- d. If Employee is terminated for cause after training commences, Facility shall notify Prosperity to discuss either a credit against future training, or in certain circumstances, a refund of Training Fees paid on Employee’s behalf.
- e. In the event that the Employee’s termination occurs for cause subsequent to the commencement of training, the Employee shall promptly inform Prosperity. This notification shall serve as the basis for a discussion regarding the financial terms associated with program continuation. Specifically, consideration shall be given to the financial obligations owed to the sponsoring facility and to Prosperity Training Center.

5. If any action is brought to enforce any provision of this agreement, the Laws of the State of California shall apply and the prevailing party shall be entitled to recover reasonable fees, including attorneys' fees, and costs.
6. The provisions of this Tuition Assistance Agreement are severable, and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall not in any manner affect such provision in any other jurisdiction or any other provision of this Tuition Assistance Agreement in any jurisdiction.
7. This Tuition Assistance Agreement sets forth the entire agreement of signatories below and may be modified only by a written instrument executed by Facility and Employee.

EMPLOYEE *(remove this bold Employee and type the Employee's name in bold)*

Signature: _____

Printed name: _____

Date: _____

FACILITY *(remove this bold Facility and type full name of Facility)*

Signature: _____

Printed name: _____

Title: _____

Date: _____

PROSPERITY TRAINING CENTER *(to be signed after Facility and Employee)*

Signature: _____

Printed name: _____

Title: _____

Date: _____