



FUTURE EMPLOYEE TUITION ASSISTANCE AGREEMENT

This Tuition Assistance Agreement (the "Agreement") is made and entered into by and between Prosperity Training Center ("Prosperity") and _____ ("Facility") for the benefit of _____ ("Future Student"). 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, Future Student desires to attend training and/or certification courses offered by Prosperity.

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

WHEREAS, Facility values the professional and personal development of its individuals who current and prospective employees and is willing to provide educational assistance to eligible students.

WHEREAS, in recognition of Future Student's desire to obtain additional training and certification, Facility has agreed to pay Future Student's training costs with Prosperity.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, Prosperity, Facility and Future Student agree as follows:

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

Course: _____

School: _____

City, State: _____

Dates of Attendance: _____ to _____

2. **Cost of Training:**

- a. Facility agrees to pay Prosperity one thousand six hundred fifty dollars (\$1,650.00), which includes registration, tuition, fees, required books and other materials ("Training Fees").
- b. Six hundred fifty dollars (\$650.00) of the Training Fees are due prior to the first scheduled session of the applicable Training/Certification Course. The remaining balance of one thousand dollars (\$1,000.00) is due upon course completion.

- c. Upon Facility request, Prosperity may agree to enter into a payment plan with Facility.

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

- a. Future Student will attend all scheduled courses.
- b. Future Student agrees to study applicable course materials.
- c. Future Student 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.

- a. If Future Student voluntarily terminates this Agreement with Facility after the Training/Certification Course identified in Section 1 commences but prior to completing the course, Future Student shall reimburse Facility for all Training Fees paid by Facility on Future Student's behalf within thirty (30) days of termination, less any credits or refunds issued by Prosperity.
- b. If Future Student is unable to complete the Training/Certification Course identified in Section 1 due to extenuating circumstances (including but not limited to Future Student's illness or the illness of an immediate family member), as reasonably determined by Facility, Facility shall promptly notify Prosperity in writing within five (5) business days to discuss either (i) a credit against future training, or (ii) where appropriate, a refund of Training Fees paid on Future Student's behalf.
- c. Any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law principles. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses.
- d. 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.
- e. Neither this Agreement nor any other oral or written representations shall create or be construed as a contract of employment for any specific period with the Facility or create any employment rights or obligations.

- f. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, between the parties. This Agreement may be modified only by a written instrument executed by all parties, including Prosperity, Facility, and Future Student.

FUTURE STUDENT *(remove this bold Future Student and type the Future Student'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 Future Student)*

Signature: _____

Printed name: _____

Title: _____

Date: _____