**EDUCATIONAL ADVANCEMENT CONTRACT**

THIS AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2020 by \_\_\_\_\_\_ (hereinafter referred to as “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with her residence address located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Employee”)

WHEREAS the Employee seeks to further her education and in doing so enroll in the program known as the **Child Development Associate Credential Program** (the “Program”) with said to be provided online or in a live course as determined by the Company;

WHEREAS Company seeks to reimburse Employee for her education costs in connection with the Program, subject only to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings made herein, the parties agree to the terms and provisions of this Agreement, mutually intending and agreeing to be legally bound thereby.

1. **Compensation.** Company shall pay for an approved Program (as approved by the Company), and Employee shall not be obligated to reimburse Company for the costs incurred by the Company in connection with said Program except as stated elsewhere in this Agreement.
2. **Termination.** If Employee’s employment is terminated for any reason or if Employee resigns for any reason during the time period beginning upon the execution of this Agreement and extending through to one (1) year after successful completion of the Program, or if Employee does not successfully complete the Program, Employee shall be immediately obligated to repay the Company for all costs in connection with the Program, expended on Employee’s behalf.
3. **Partnership or Benefits.** The parties expressly acknowledge that nothing in this Agreement shall be nor is intended to nor shall be construed as to create a partnership between the parties. In addition, nothing herein shall be intended or construed as to entitle the Employee to any other benefits the Company may offer, absent a separate written agreement.
4. **Attorney Fees and Costs.** In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.
5. **Severability, Savings Clause.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be enforceable under applicable law. However, if any provision of this Agreement shall be deemed unenforceable under applicable law by a court having jurisdiction, such provision shall be unenforceable only to the extent necessary to make it enforceable without invalidating the remainder thereof or any of the remaining provisions of this Agreement.
6. **Full Integration Clause**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, discussions, negotiations, or understandings, whether oral or written, between the parties relating to the matters addressed herein. The language herein will be interpreted as to its fair meaning and not strictly for or against any party.
7. **Venue and Applicable Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of New York (without respect to principles of conflicts of law), and the Parties hereby submit to the jurisdiction of and venue in the State of New York in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.
8. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement is executed as of the Effective Date as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| By: |  | By: |  |
|  | *(signature)* |  | *(signature)* |
| Name: |  | Name: |  |
|  |  |  |  |
| Title: |  | Title: |  |