

EMPLOYEE TUITION ASSISTANCE AGREEMENT

This Agreement is made as of _____ (the “Effective Date”), between the **YMCA OF WESTERN STARK COUNTY** (the “Y”) and its employee _____ (“Employee”). For and in consideration of the provisions set forth below and the mutual covenants and promises herein contained, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Y agrees to pay, on behalf of Employee, certain expenses related to career development and other training opportunities. These expenses shall be paid by the Y when requests are submitted in advance and approved by Employee’s supervisor and the Chief Executive Officer. Payment of these expenses shall be in the sole discretion of the Y. Included in these types of training experiences for which the Y shall pay are YMCA Leadership Competency Courses, workshops, seminars, conferences, and formal education.
2. In consideration for any expenses paid by the Y, Employee agrees to use any training for which the Y has paid for the benefit of the Y only. If Employee, while employed by the Y, provides any services in direct or indirect competition with the Y within a twenty-five (25) mile radius of the Y, whether by employment by a competitor, self-employment, or otherwise, he/she will pay 50% of all his/her training related expenses. If Employee leaves the Y within one (1) year of training for which the Y has paid, he/she will reimburse the Y for 100% of those training related expenses. Interest shall accrue at the

prevailing rate on any sum due and owing the Y. The Y is further authorized to withhold any amount due and owing the Y from Employee's paychecks.

3. All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the Parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of Ohio
4. The parties to this Agreement hereby designate the courts of Stark County, Ohio, as the courts of proper jurisdiction and venue for any actions or proceedings relating to this Agreement, consent to such designation, jurisdiction and venue, and waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceedings initiated therein.
5. The intention of the Parties to this Agreement is to comply with all laws and public policies, and this Agreement shall be construed consistently with all such laws and public policies to the extent possible. In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable portions had not been included herein. In the event that any provisions of this Agreement relating to duration, territory, and/or scope of restriction, and/or related aspects, shall be held by a court of competent jurisdiction to exceed a maximum restrictiveness such court deems reasonable and enforceable, then the duration, territory, and/or scope of restriction, and/or related aspects deemed reasonable and enforceable by the court shall be construed to be the terms hereunder and be enforced.
6. No failure by any party to insist upon strict compliance with any term of this Agreement, exercise any option, enforce any right, or seek any remedy upon any default or any other

party shall affect, or constitute a waiver of, the party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the parties at variance with any provision of this Agreement shall affect, or constitute a waiver of any party's right to demand strict compliance with all provisions of this Agreement.

7. This document contains the entire agreement among the parties and supersedes any prior discussions, understandings, or agreements among them respecting the subject matter of this Agreement. No alterations, additions, or other changes to this Agreement shall be made or be binding unless made in writing and signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
Effective Date.

YMCA OF WESTERN STARK COUNTY

EMPLOYEE

By: _____