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ASA COLLEGE ARBITRATION PROGRAM

November 16, 2015

ASA College of Business and Computer Technology, Inc. ("ASA" or the "College") values its employees highly and endeavors to assure that all employees have a positive and productive working relationship with one another. Occasionally, however, disputes arise that involve claims concerning the College. When that happens, it can result in a lengthy, distracting and disruptive process to reach resolution. To help assure prompt and fair resolution of such disputes (with some exceptions that are noted below), ASA has adopted the dispute resolution procedures set forth in the Arbitration Program described below. For current employees, the Arbitration Program will be effective as of December 1, 2015 (the "Effective Date"). The Arbitration Program is effective immediately for employees who are hired after today. ASA believes that the Arbitration Program will bolster the College's existing internal grievance procedures and ensure that employees have a mechanism for a fair, speedy and confidential resolution of any legal claims or complaints, including through a neutral third party, if not resolved internally. Further, the agreement to the Arbitration Program is mutual, and the College agrees to follow the procedures as described in this Arbitration Program with respect to any claims it has, as well.

For current employees, your agreement to the Arbitration Program is an essential element of your continued employment relationship with the College and thus, is a condition of your employment. For new hires, your agreement to the Arbitration Program is a condition of your hire.

This document is an Agreement that sets out the terms of the Arbitration Program. Your signature below indicates your understanding and acceptance of the Arbitration Program and will be binding on you and the College. The disputes covered ("Covered Claims") and those that are excluded are described on Attachment A, which is incorporated by reference and thus, is a part of this Agreement. **This Arbitration Program is mandatory and not optional. You are required to sign this Agreement to the Arbitration Program as a condition of your continued employment or hire, as applicable.** If you have any questions, speak to Human Resources or consult with your own lawyer.

THE ARBITRATION PROGRAM

STEP 1: Internal Grievance Procedure.

You must follow the internal process for the Formal Resolution of Complaints in the Grievance Procedure contained in the Employee Handbook (as it may be amended from time-to-time), and exhaust that Grievance Procedure before submitting a Covered Claim to Step 2¹. Statements made in the Grievance Procedure are understood to be solely for the purpose of reaching a resolution of a Covered Claim and shall be kept strictly private and confidential by the parties and conveyed on a need-to-know basis by the College. However, either party may gather information in support of the effort to resolve the claim as long as it is not done in violation of Company policy or law. Nothing herein, however, shall be deemed to preclude you or the College from disclosing information as may be required by law, court order or pursuant to a valid subpoena, or to a government agency in connection with a charge or investigation it is conducting.

STEP 2: Binding Arbitration.

If your dispute or grievance is not resolved through the procedures referenced in Step 1, above, either you or the College may initiate an arbitration through the then applicable American Arbitration Association's ("AAA") Employment Arbitration Rules and Mediation Procedures (collectively the "Procedures"), except as otherwise provided herein. The College also agrees to submit any Covered Claim that it may have against you to arbitration. The AAA Procedures shall apply except as otherwise specified in this Agreement. AAA Class and Collective Action Procedures shall not apply to any Covered Claim, because all claims submitted must be resolved on an individual basis as specified below. The AAA is a provider of alternative dispute resolution services. Information about the AAA and its current Procedures is available at <https://www.adr.org/>².

If the Step 1 Internal Grievance Process has not been completed at the time you make a request for arbitration of any Covered Claim, Step 2 (arbitration) shall be delayed until the Internal Grievance Process has been exhausted. Neither the College nor you will be compelled to arbitrate with regard to any Covered Claim that is barred by the statute of limitations, and both parties expressly reserve the right to assert the statute of limitations as a defense in any proceeding brought either under this Arbitration Program, or before a court of law or before any administrative agency. The parties may agree to toll any applicable statute of limitations if internal complaint or claims procedures have not been exhausted by this deadline.

¹ Current employees are encouraged to first use the procedure in the Grievance Procedure for Informal Resolution of Complaints, but are not required to do so before commencing the process for Formal Resolution of Complaints. If you do not have a copy of or access to the ASA Employee Handbook, you may contact Human Resources to access or obtain a copy of the Handbook.

² If for whatever reason you are unable to access the AAA Procedures, please contact Human Resources, which will provide you with a copy of the AAA Procedures then in effect.

EXPENSES

Each party to any dispute shall pay its own arbitration expenses, including attorneys' fees;

however, the College shall pay all costs and fees that you would not otherwise have been subject to paying if the claim had been resolved in a court of law, with the following exception: any postponement or cancellation fees shall be payable by the party causing the postponement or cancellation. Witness fees shall be paid by the party requiring the presence of the witness.

INDIVIDUAL NATURE OF CLAIMS AND WAIVER OF CLASS, COLLECTIVE OR REPRESENTATIVE ACTIONS

Any Covered Claim submitted to arbitration must be submitted only on behalf of you individually or the College, not by way of a class or collective action or a private attorney general action. Neither you nor the College shall have the right, with respect to any Covered Claim, to do any of the following before an arbitrator:

- (i)** obtain relief from a class or collective action, either as a class representative, class member or class opponent;
- (ii)** act as a private attorney general; or
- (iii)** join or consolidate claim(s) with the claims of any other person or entity.

The arbitrator shall have no authority or jurisdiction to process, conduct or rule upon any class, collective or private attorney general proceeding, or to consolidate any individual claims in one proceeding absent mutual consent of the parties. A Covered Claim will be resolved by a single arbitrator and the location for the arbitration shall be New York, New York, unless you and the College agree otherwise. The arbitrator shall be limited to resolving the Covered Claim(s) asserted by the individual claimant or ASA and no other disputes, unless it is expressly agreed in writing by all parties to submit any other disputes to the arbitrator.

Any disputes concerning the validity of this class, collective and representative waiver will be decided by a court of competent jurisdiction, not by the arbitrator. If a court determines in a final non-appealable ruling that the waiver of class, collective or representative actions contained in this section is unenforceable, then any claims brought as putative collective, class or private attorney general actions will be considered Excluded Claims that must be pursued (if at all) in court. If at any point a court finds that claims addressed in this paragraph are not appropriate for treatment as a class, collective or private attorney general action, the claims must proceed (if at all) through this Arbitration Program as individual claims.

OTHER ARBITRAL AUTHORITY AND INJUNCTIVE RELIEF

The arbitrator shall not have the authority to disregard or refuse to enforce any lawful College policy, and the arbitrator shall not order or require the College to adopt a policy not otherwise required by law that the College has not adopted. In reaching his or her decision, the arbitrator shall apply the governing substantive law applicable to the claim(s), cause(s) of action, or defense(s) asserted by the Parties. This means that claims you may have against the College that would otherwise be subject to resolution in a court of law must instead be resolved in accordance with this Arbitration Program. Further, either party may file a request with a court of competent jurisdiction for injunctive relief to enforce the arbitration provisions of this Agreement, pending resolution of any Covered Claim through the procedures set forth herein.

Although you and the College are not allowed to litigate a Covered Claim in a court, a provisional remedy (e.g., a temporary restraining order or a preliminary injunction) to preserve or reinstate the status quo pending resolution of the Covered Claim pursuant to the Arbitration Program may be sought at any time in a court of competent jurisdiction.

If the parties reach an agreement to resolve Covered Claim(s) after arbitration has been initiated, but prior to the issuance of the arbitrator's decision, the arbitrator will retain jurisdiction of the matter until the parties have executed a written settlement agreement and release of claims and such agreement has become effective.

DISCOVERY

Discovery requests shall be made pursuant to the Procedures of the AAA, except for depositions, which may be conducted only as follows: Depositions shall be limited to a maximum of one per party, except that one additional deposition for each party may be scheduled only with the permission of the arbitrator for good cause shown, consistent with applicable AAA rules and the expedited nature of arbitration. Each deposition shall be limited to a maximum of six hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege, or on proprietary or confidential information.

HEARINGS

Any party may be represented by him/herself, or by an attorney or other representative. The arbitrator shall maintain the confidentiality of the hearing to the maximum extent permitted by law. The arbitrator shall have the authority to exclude witnesses from the hearing other than the parties and the parties' representatives, during the testimony of any other witness. Without the written agreement of both parties, no one other than the parties may attend the arbitration hearing except the arbitrator; an official recorder (if any); and the parties' attorneys, representatives, experts and witnesses.

At the conclusion of the presentation of testimony and evidence, each party will have the opportunity, if desired, to make a closing statement unless the party submits a post-hearing brief. The arbitrator shall determine in his or her discretion the amount of time that each party will receive for the closing statement, and the order in which the parties shall present their closing statements.

In the event that a party requests a stenographic record of the hearing, that party shall be responsible for the cost of the record. If both parties request a stenographic record, each party making such a request shall share the cost equally. In the event that an individual party requests a stenographic record, ASA shall bear the cost of obtaining a copy for itself. In the event ASA requests a stenographic record, it also shall bear the cost of providing a copy to the individual party.

The arbitrator may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as the arbitrator deems it entitled to after consideration of any objection made to its admission. All documents to be considered by the arbitrator shall be filed at the hearing.

The arbitrator may proceed with the arbitration in the absence of parties or legal representatives who, after due notice, fail to be present and have not obtained a postponement. A decision shall not be made solely on the default of a party. The arbitrator shall require any party who is present to submit such evidence as the arbitrator may require for the making of a decision.

MOTIONS

The arbitrator shall have the power to decide any motions (including, but not limited to a motion to dismiss and/or a summary judgment motion) brought by any party to the arbitration prior to any arbitration hearing. Any decision on a motion to dismiss or a summary judgment motion shall be in writing, stating the reasons therefor.

AWARDS

The arbitrator will be empowered to award either party any remedy at law or in equity that the party would otherwise have been entitled to had the matter been litigated in court, including, but not limited to general, special, and punitive damages, injunctive relief, costs and attorney fees. The arbitrator's authority to award any remedy, however, is subject to any limitations that exist in the applicable law on such remedies. Further, the arbitrator shall have authority to award exemplary or punitive damages and/or attorneys' fees only as expressly provided by applicable law. The arbitrator shall not have the authority to make any award that is arbitrary or capricious, or that is contrary to the provisions of this Arbitration Program Agreement.

The arbitrator shall issue a reasoned written opinion to the parties not more than 30 calendar days after the close of the arbitration hearing, or 30 calendar days after the arbitrator's receipt of the parties' briefs, whichever is later. The opinion shall be signed by the arbitrator and shall contain:

- (a) the names of the parties and their representatives, if any;
- (b) the date(s) and place of the hearing;
- (c) a summary of the Covered Claims arbitrated and decided;
- (d) the essential findings of fact and conclusions of law for the opinion; and
- (e) the damages and/or other remedies/relief, if any.

The arbitrator shall have no jurisdiction to issue any award contrary to or inconsistent with the law, including the statute(s) at issue.

The parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail addressed to a party or its representative at the last known address via certified mail, return receipt, personal service of the award, or the filing of the award in any manner that is permitted by law. Judgment upon the final award rendered by the arbitrator may be entered in any court having jurisdiction, but is required to be done under seal, except as otherwise prohibited by law. The award may be vacated or modified only on the grounds specified in the Federal Arbitration Act, U.S.C. Title 9 ("FAA") or other applicable law.

Except as provided herein, arbitration shall be the sole, exclusive, final and binding remedy with respect to Covered Claims. Accordingly, except as permitted by this Arbitration Program or required by law, neither you nor the College will be permitted to pursue court action (as an individual, in a representative capacity or as part of any collective or class action) regarding claims that are subject to arbitration, and both you and the College are waiving any right to a jury trial for any Covered Claim.

CONFIDENTIALITY

Arbitration proceedings will be treated as confidential to the maximum extent permitted by law. Except as necessary to enter judgment upon an arbitration award, or as required by law, all arbitration proceedings under this Arbitration Program, including but not limited to all documents and information exchanged or submitted in such proceedings, the nature and substance of the proceedings, and all opinions and/or awards issued by the arbitrator, shall be treated and maintained by the parties and the arbitrator as strictly private and confidential, unless such information is already public in nature (and not due to disclosure by a party in violation of a preexisting confidentiality obligation). The arbitrator shall have the authority to make appropriate rulings to safeguard that privacy and confidentiality. Nothing herein, however, shall be deemed to preclude you or the College from disclosing information as may be required by law, court order or pursuant to a valid subpoena, or to a government agency in connection with a charge or investigation it is conducting.

WAIVER OF PROCEDURES

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these procedures has not been complied with, and who fails to state objections thereto in writing, shall be deemed to have waived the right to object.

SEVERABILITY AND EFFECT

In the event any provision of the Arbitration Program Agreement is determined by any court of competent jurisdiction or arbitrator(s) to be illegal, invalid or unenforceable as written, such provision shall be interpreted so as to be legal, valid and enforceable to the fullest extent possible under applicable

law. To the extent that any such illegal, invalid or unenforceable provision, or portion thereof, cannot be interpreted to be legal, valid and enforceable under applicable law, then it shall not affect the validity of the other provisions of this Arbitration Program Agreement, and the illegal, invalid or unenforceable part of the provision shall be deemed to be severed and not part of this Arbitration Program Agreement.

SURVIVABILITY

This Agreement to the Arbitration Program survives and continues in effect after the termination of your employment for any reason, and shall apply to any Covered Claim, whether it arises or is asserted before or after termination of your employment with the College.

MODIFICATION OR TERMINATION OF THE ARBITRATION PROGRAM

ASA reserves the right to modify, amend, or terminate the Arbitration Program on a prospective basis and only upon at least thirty (30) days' advance written notice to employees of the modification(s), amendment(s) or termination, as applicable. Any modification, amendment or termination of the Arbitration Program will have no effect on any Covered Claim that arose or accrued prior to the effective date of the modification, amendment or termination. ***If you continue in employment after the effective date of any such modification, amendment or termination, you will be deemed to have accepted the modification, amendment or termination of the Arbitration Program Agreement, as the case may be.***

ASA and any individual employee or former employee may mutually agree to amend or waive any provision of this Agreement at any time, but only if the amendment or waiver is in writing and signed by both the individual and the President of ASA.

For purposes of this Arbitration Program, any modification, amendment or termination of the Formal Resolution of Complaints in the Grievance Procedure contained in the Employee Handbook shall be effective thirty (30) days after notice of the modification, amendment or termination is provided to employees.

EFFECT OF EMPLOYEE'S AGREEMENT TO THE ARBITRATION PROGRAM

By signing below you are agreeing to accept this Arbitration Program and understand that your continued employment and the College's agreement to the terms set forth above are consideration for your agreement to the Arbitration Program. ***Nothing in this Arbitration Program Agreement is a contract of employment, nor does it modify or affect your status as an at-will employee, which means that either you or the College can terminate your employment at any time, for any reason, with or without cause.*** Adoption of the Arbitration Program and an employee's agreement to, or use of, the Arbitration Program will not affect any employee's status as an at-will employee, and will not limit or affect the College's ability to engage in reductions in force, or to take disciplinary or other personnel action with respect to an employee. ***Your employment is at-will and participation in the Arbitration Program is a mandatory condition of employment or continued employment for you and the College.***

INTERPRETATION OF THIS ARBITRATION PROGRAM AGREEMENT

Except as otherwise provided by this Arbitration Program Agreement (including with respect to the class/collective/representative action waiver), the arbitrator, and not a court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of

this Arbitration Program, including without limitation disputes regarding the procedural or substantive arbitrability of any claim, any objections with respect to the existence, scope or validity of the Arbitration Program, and any claim that all or any part of the Arbitration Program is void or voidable.

This Arbitration Program is an agreement to arbitrate pursuant to the FAA, or if that Act is held to be inapplicable for any reason, the arbitration law of the State of New York. The parties acknowledge that the College is engaged in transactions involving interstate commerce within the meaning of the FAA. Other than as preempted by the FAA, this Agreement shall be construed, interpreted and applied in accordance with the law of the State of New York, without regard to choice of law principles. If a court determines that an award is not completely enforceable, it shall be enforced and binding on the parties to the maximum extent permitted by law. You and the College agree to submit to jurisdiction in New York, New York.

ACKNOWLEDGEMENT AND CONSENT

Please sign below to acknowledge your receipt of this Arbitration Program Agreement (including Attachment A). **For current employees, please return the signed Agreement to Human Resources within two weeks of your receipt of this Arbitration Program Agreement. For new hires, please return the signed Agreement to Human Resources on or before your date of hire.** You should also keep a copy for your records.

By signing below, you acknowledge that you have asked any questions needed for you to understand the terms, consequences, and binding effect of this agreement and fully understand it, including that you are waiving all rights to a jury trial. Further, you acknowledge that you have been advised of and have had an opportunity to seek the advice of an attorney of your choosing before signing this agreement, if you so desire.

Your signature means that you have read this Agreement; that you understand it; **and that you also understand that by accepting employment and/or continuing in employment after the Effective Date, you are consenting to this Arbitration Program Agreement (including Attachment A).**

Employee Signature

Date

Print Name

DOWNTOWN BROOKLYN
81 Willoughby Street
Brooklyn, NY 11201
Tel.: 718 - 522-9073

MIDTOWN MANHATTAN
1293 Broadway/One Herald Center
New York, NY 10001
Tel.: 212-672-6450

NORTH MIAMI BEACH
3909 N.E. 163rd Street
North Miami Beach, FL 33160
Tel.: 786-279-1740



ATTACHMENT A

DISPUTES COVERED (“COVERED CLAIMS”)

The disputes covered by the Arbitration Program include all legal and equitable claims, demands, and controversies, of whatever nature or kind, whether in contract, tort, under statute or regulation, or some other law (including, but not limited to the common law), between you and the College, its present and future corporate parents, affiliates and subsidiaries, and/or its and their owners, directors, officers, agents and/or employees (“College Entities and Persons”) including, without limitation, those arising out of or related to:

- (i) the terms and conditions of your employment with the College or separation from the College;
- (ii) any agreements (written or oral) now in existence or that may come into existence in the future between you and any College Entities and Persons;
- (iii) any employment policies or employee benefit plans of the College or applicable to employees of the College;
- (iv) disputes arising from or related to alleged unfair competition, violation of trade secrets, disclosure of confidential, proprietary or private information belonging to any College Entities and Persons;
- (v) claims arising from or related to alleged discrimination, harassment, or retaliation in employment (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, physical or mental disability or handicap, or medical condition) under any federal, state and/or other governmental law, statute, regulation, and/or ordinance;
- (vi) any whistleblowing claims arising under federal, state or local laws or the common law;
- (vii) any claims relating to leaves of absence, benefits, or compensation or post-termination benefits under federal, state and/or local laws; and
- (viii) any claims arising under any other foreign, U.S. federal, state, local law or regulation (collectively, “Covered Claims”), but excluding those set forth in the section below entitled “Disputes Excluded.”

Covered Claims include, but are not limited to, claims under the following statutes:

1. Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Equal Pay Act, the Age Discrimination in Employment Act (as amended by the Older Workers Benefit Protection Act), the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Worker Adjustment Retraining and Notification Act, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Fair Credit Reporting Act, the Uniformed Services Employment and Reemployment Rights Act; the Occupational Safety and Health Act; the Jury Systems Improvements Act, the Genetic Information Nondiscrimination Act; and

2. New York State Human Rights Law, the New York Executive Law, the New York Civil Rights Law, the New York City Human Rights Law, the New York City Local Civil Rights Restoration Act of 2005, the New York City Administrative Code, the New York Minimum Wage Act, the New York Worker Adjustment Retraining and Notification Act, the New York Labor Law, the New York Wage Theft Prevention Act, the New York Military Leave Law, the New York laws for jury duty, voting, bone marrow and blood donation, and military family leave, the New York Fair Credit Reporting Act, the New York City Earned Sick Time Law, and the retaliation provisions of the New York Workers’ Compensation law.

Covered Claims also include, but are not limited to, claims for:

1. accrued earnings, salary, wages, bonuses, severance pay, salary, accruals under any vacation, sick leave or holiday policies or plans, and any other form of compensation; and for
2. breach of contract (express or implied), breach of fiduciary duty, breach of the covenant of good faith and fair dealing implied in contracts, breach of handbooks, manuals or policies of any kind, wrongful discharge, termination in violation of public policy, promissory estoppel, detrimental reliance, defamation, intentional or negligent infliction of emotional distress, fraud or misrepresentation, tortious interference with contract or with prospective economic advantage, invasion of privacy, mental distress, emotional distress, physical injury or other tortious conduct of any kind, humiliation or compensatory or punitive damages.

DISPUTES EXCLUDED

Covered Claims do not include:

- (i) claims for workers' compensation benefits;
- (ii) claims for unemployment compensation benefits;
- (iii) claims under an employee pension or benefit plan, the terms of which contain its own arbitration or claims review procedure;
- (iv) claims that are legally prohibited from being subject to mandatory arbitration;
- (v) claims of employees or of the College that arise under a written agreement that contains arbitration provisions;
- (vi) claims for injunctive relief to enforce the arbitration provisions of this Agreement, pending resolution of any dispute through the Arbitration Program set forth herein;
- (vii) claims where a third party would be necessary to the resolution of any claims or where the absence of the third party could subject the College or the individual party to inconsistent obligations;
- (viii) claims for injunctive relief and other remedies relating to the enforcement of the provisions of any agreement concerning intellectual property, non-disclosure of confidential information, no-solicitation obligations, and non-compete obligations; and
- (ix) claims that do not allege legally protected or enforceable rights in the applicable jurisdiction (collectively "Excluded Claims").

Additionally, the Arbitration Program does not restrict you from exercising any statutory right you may have to initiate or participate in any unfair labor practice cases or other proceedings before the National Labor Relations Board ("NLRB"), to file a charge with, provide information to or participate in any proceeding or seek assistance through the U.S. Equal Employment Opportunity Commission ("EEOC"), the NLRB, or other state or local fair employment practices agencies, state or local employee rights agencies, or any other governmental agency, or to report any fraud or violation of law to any other governmental agency or law enforcement body; provided, however, you must submit all claims for individual monetary or equitable relief in connection with any Covered Dispute to binding individual arbitration, which will be your sole and exclusive avenue to obtain individual damages or equitable relief. You will not be entitled to seek or receive any monetary compensation as a result of any proceeding resulting from the filing of a charge with the NLRB, the EEOC and/or any other federal, state or local agency.

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