

Youth Science Institute (YSI)

ALTERNATIVE DISPUTE RESOLUTION POLICY

In consideration of employment or continued employment with Youth Science Institute (the “Organization”), _____ (“Employee”) and the Organization, (both, the “Parties”) hereby enter into the following Alternative Dispute Policy Agreement (the “Agreement”). **This arbitration is the exclusive remedy for both the Employee and the Organization unless the Employee affirmatively opts out of this policy** (as described below) within thirty (30) days of the commencement of employment or receipt of this policy, whichever is later.

To ensure rapid and economical resolution, any disputes between the Parties will be resolved by final, binding and confidential arbitration to the fullest extent allowed by law. This Agreement to arbitrate disputes covers any and all claims, causes of action, in law or equity, whether of law or fact of any nature whatsoever, directly or indirectly arising out of the employment relationship between the Parties, and the termination of that employment, or arising from stock, stock option, or other ownership interests in the Organization (collectively, the “Arbitrable Claims”, as further defined below) between Employee and the Organization (and/or its owners, directors, managers, employees, agents, and officers, in their capacity as such and otherwise and, any subsidiary, affiliated Organization, successor Organization, parent Organization, or parties affiliated with its employee benefit and health plans). **The Parties acknowledge that by agreeing to this arbitration procedure, they are WAIVING ANY RIGHTS TO A JURY TRIAL.**

The Arbitrable Claims shall include, but not be limited to: any and all such claims related to salary, overtime, bonuses, commissions, stock, stock options, or any other equity or ownership interests in the Organization; paid time off, pay, fringe benefits, expense reimbursements, severance benefits, or any other form of compensation; claims for breach of contract, wrongful discharge, discrimination including harassment, fraud, defamation, emotional distress, breach of the implied covenant of good faith and fair dealing, and claims arising under the National Labor Relations Act. Arbitrable Claims shall also include any claims brought as a Class Action in any venue pursuant to Federal law or the law of any state. Arbitrable Claims do not include claims for disability and medical benefits arising under the California Workers’ Compensation system, or Employment Development Department claims (including but not limited to claims for unemployment benefits).

Nothing in this Alternative Dispute Policy Agreement is intended, nor shall be construed, to prohibit Employee from filing administrative charges with the federal Equal Employment Opportunity Commission, state fair employment practices agencies, the National Labor Relations Board or from participating in any related administrative investigations. Nothing in this Agreement is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

The arbitration shall be conducted before a single arbitrator by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”), or its successors, under the then applicable rules of JAMS, provided that JAMS has an office within seventy-five (75) miles of Employee’s place of

employment. If not, the arbitration will be conducted by the American Arbitration Association (“AAA”), or its successors, under the then applicable rules of the AAA.

Employee has the right to legal representation in all arbitration proceedings. The Organization will pay all JAMS or AAA costs and fees and administrative fees for the arbitration proceedings in excess of those which would be required if the dispute were decided in a court of law.

The arbitrator shall have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law, including but not limited to injunctive relief. The arbitrator shall issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator’s essential findings and conclusions on which the award is based. The arbitrator, and not a court, shall also be authorized to determine whether a dispute, controversy, or claim is an Arbitrable Claim.

This Agreement is not intended to and does not in any way alter the at-will nature of the employment relationship between the Organization and Employee, and either the Organization or Employee remain free to terminate the employment relationship, with or without cause or advance notice, at any time.

If for any reason any part of this Agreement is held to be invalid or unenforceable, in any respect or in any jurisdiction, no other portion of this Agreement will be affected and this Agreement shall be modified and enforced in such jurisdiction to render such part valid and enforceable consistent with the Parties’ general intent insofar as possible. The provisions of this Agreement shall survive the termination of Employee’s employment with the Organization. This Agreement contains the complete and only agreement between the Parties on this subject matter, and it supersedes any and all prior representations and agreements, if any, on this subject matter. This Agreement may only be modified in a written agreement signed by Employee and the President/CEO of the Organization.

BY SIGNING THIS AGREEMENT, EMPLOYEE ATTESTS TO HAVING READ, UNDERSTANDING AND AGREEING TO BE LEGALLY BOUND BY THIS AGREEMENT. EMPLOYEE UNDERSTANDS THAT IF EMPLOYEE REFUSES TO SUBMIT AN ARBITRABLE CLAIM TO ARBITRATION, EMPLOYEE MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW.

DO NOT SIGN BELOW UNTIL YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AS WELL AS THE WAIVER AGREEMENT ATTACHED.

EMPLOYEE: _____

Youth Science Institute (YSI)

Signature: _____

By: _____

Date: _____

Date: _____

WAIVER

THIS ALTERNATIVE DISPUTE RESOLUTION POLICY AGREEMENT IS IN LIEU OF CIVIL COURT ACTIONS FOR MATTERS COVERED BY THE POLICY. ALL RIGHTS TO A CIVIL COURT ACTION FOR A DISPUTE ARISING OUT OF OR RELATED TO THE TERMINATION OF EMPLOYMENT, INCLUDING BUT NOT LIMITED TO, UNLAWFUL DISCRIMINATION OR SEXUAL HARASSMENT OR OTHER UNLAWFUL HARASSMENT ARE HEREBY WAIVED BY BOTH THE EMPLOYEE AND THE ORGANIZATION, UNLESS THE EMPLOYEE OPTS OUT WITHIN THIRTY (30) DAYS OF THE COMMENCEMENT OF EMPLOYMENT OR RECEIPT OF THIS POLICY, WHICHEVER IS LATER. ONLY THE ARBITRATOR, AND NOT A JUDGE OR JURY, WILL HEAR THESE DISPUTES.

OPT OUT PROCEDURE

If the employee wishes to opt out of the Alternative Dispute Policy Agreement, he or she must provide the Organization with written notification within thirty (30) days of the commencement of employment or the receipt of the Alternative Dispute Policy Agreement, whichever is later.

The Request to Opt Out of the Alternative Dispute Policy Agreement must clearly state “Opt Out of Youth Science Institute’s Alternative Dispute Policy Agreement” and must include the following information:

- (1) Employee’s name printed;
- (2) A statement to the effect that the employee wishes to opt out of the Organization’s Alternative Dispute Policy;
- (3) The letter must be clearly signed by the Employee and dated.

The Opt Out Notice must be submitted to the Organization’s Personnel Department. Personnel will date and time stamp the notice upon receipt. Personnel will also provide a signature of acknowledgement at that time that the Opt Out Notice was received. A copy of the Opt Out Notice with Personnel’s signature and date and time stamp will be given to the Employee, and the original shall be placed in the Employee’s personnel file.

cc: Personnel File