

ARBITRATION AGREEMENT

The employee named below (“Employee”) and Palos Verdes Peninsula Education Foundation on behalf of itself and each of its related, parent, subsidiary and affiliated entities and their respective agents, employees, successors and assigns (collectively the “Company”) hereby agree, to the fullest extent permitted by law, to submit any and all claims, demands, disputes, controversies, or causes of action between Employee and the Company, including but not limited to those arising out of or relating to Employee’s employment with the Company (collectively the “Claims”), to binding arbitration before the Judicial Arbitration and Mediation Services, Inc. (“JAMS”). **Employee understands and agrees that by signing this Agreement, Employee is waiving Employee’s right to a jury.** Although Employee may voluntarily elect to arbitrate sexual harassment and sexual assault Claims, Employee shall not be required to do so and may file sexual harassment and sexual assault Claims (or any other individual Claims that cannot be compelled to arbitration under applicable law) in court. Furthermore, either party may apply to a court of competent jurisdiction for a provisional remedy such as a temporary restraining order or a preliminary injunction for the purpose of seeking public injunctive relief or to enforce any agreement between the parties regarding the Company’s confidential information.

The parties agree that this Arbitration Agreement (the “Agreement”) is governed exclusively by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and shall apply to all Claims to the maximum extent permitted by law. The arbitration shall be held in accordance with and subject to the JAMS Employment Arbitration Rules & Procedures (the “Rules”) then in effect (see <https://www.jamsadr.com/rules-employment-arbitration/>). In the event that any term or provision of the Rules conflicts with any term or provision of this Agreement, the term or provision of this Agreement shall prevail.

The arbitrator will be chosen by agreement of the parties, or if the parties fail to reach agreement within thirty (30) days after service of the demand for arbitration, the arbitrator shall be appointed by JAMS in accordance with its Rules. If required by applicable law, the Company shall pay the arbitrator’s fees and all costs unique to arbitration, but Employee shall pay an arbitration fee equal to what Employee would be charged as a first appearance fee in the state courts of the county in which Employee resides. The arbitration hearing shall take place at a JAMS location as determined by JAMS in accordance with its rules, or as otherwise mutually agreed by the parties. In the adjudication of all Claims, the arbitrator shall apply the substantive law of the state in which Employee works for the Company during the relevant time period. Discovery will be permitted per the JAMS Rules, which are incorporated herein by reference. The arbitrator’s decision shall be final and binding upon the parties. The arbitrator’s decision shall include the arbitrator’s findings of fact and conclusions of law and shall be issued in writing within thirty (30) days of the conclusion of the arbitration proceedings. Judgment upon the award rendered in any arbitration may be entered in any court of competent jurisdiction, or application be made to such court for a judicial acceptance of the award and an enforcement.

To the maximum extent permitted by law, Employee hereby waives any right to bring on behalf of persons other than Employee, or to otherwise participate with other persons in, any class, collective or representative action. Notwithstanding the foregoing, Employee shall be permitted to arbitrate any individual Claims under California’s Private Attorneys General Act of 2004 and, to the maximum extent permitted by law, the parties agree that any non-waivable Claims must be submitted to binding arbitration. If any provision (or portion thereof) of this Arbitration Agreement is determined to be illegal, invalid, void, or otherwise unenforceable, such provision(s) (or such portion thereof) shall be severed from this Agreement and the remaining provisions or portions shall remain enforceable to the fullest extent permitted by law.