

EDMCSM

Education Management LLC



APPLICATION FOR EMPLOYMENT

We appreciate your interest in Education Management LLC and its education systems, The Art Institutes, Argosy University, South University and the Brown Mackie Colleges as well as The Western State University College of Law and The Connecting Link (collectively and individually, as education systems and as individual schools, referred to as "EDMC" throughout this application). EDMC believes that all persons are entitled to equal employment opportunity and does not discriminate against applicants because of race, gender, color, religion, sexual orientation, age, national origin, disability, medical condition, marital status, and, veteran status, genetic make-up, or on any other basis protected by federal, state, and local law. EDMC strives to include individuals with disabilities in its application and interview process. If you would like to request reasonable accommodation to participate in the process, please let us know.

GENERAL INFORMATION

Please complete all requested information. Use ink and print.

| | | | | | | |
|---|--------------|-----------------------|---|-------------------------|------------|---------------|
| Location | Today's Date | Position Applying For | | | | |
| Name (Last) | (First) | (Middle) | Minimum Salary Desired | Date Available for Work | | |
| Street Address | | | Are you at least 18 years old? Yes No If not, do you have a work permit? Yes No | | | |
| City | State | Zip | Telephone (Home) | Telephone (Work) | Cell Phone | Email address |
| Have you ever used any other name(s) which is (are) necessary for us to know in order for us to verify your employment or educational record?: Yes No If, so, please list other names below: | | | Are you available to work overtime as needed? Yes No Are you available weekdays? _____ weekends? _____ | | | |
| Have you previously worked for or applied for a position with EDMC, its corporate offices or with any of our schools, either as an employee or through an employment agency? Yes No If yes, please explain when and, if employed, in what capacity: | | | Do you have any relatives or friends currently employed with EDMC? Yes No If yes, state name(s), relationship, and where they are located | | | |

PERMISSION TO WORK

If hired, can you present evidence of your US Citizenship or proof of your legal right to work in the US, established by the US citizenship and immigration services? (This organization participates in E-Verify) Yes No

REFERRAL INFORMATION

If you were referred for this position by an Employment Agency or EDMC employee, please provide the name below.

Employment Agency _____ EDMC Employee: _____
(state name) (state name)

WORK EXPERIENCE

Please specify your complete full-time and part-time employment history, including self-employment, military service, and volunteer experience. Begin with your most recent employer. If you require additional space, please use the reverse side of this page and/or the following page. Make sure to list all employers and please explain any gaps in employment.

| | |
|---|--|
| 1. Company Name: | Telephone: () |
| Address: | Full Time / Part Time (Circle One) Employed: (Month/Year) From: To: |
| Name, Title and Phone Number of Supervisor: | Annual Salary/Hourly Rate: Start: Last: Bonus: |
| Job Title and Work Responsibilities: | Reason for Leaving: |

| | |
|---|--|
| 2. Company Name: | Telephone: () |
| Address: | Full Time / Part Time (Circle One) Employed: (Month/Year) From: To: |
| Name, Title and Phone Number of Supervisor: | Annual Salary/Hourly Rate: Start: Last: Bonus: |
| Job Title and Work Responsibilities: | Reason for Leaving: |

| | |
|---|--|
| 3. Company Name: | Telephone: () |
| Address: | Full Time / Part Time (Circle One) Employed: (Month/Year) From: To: |
| Name, Title and Phone Number of Supervisor: | Annual Salary/Hourly Rate: Start: Last: Bonus: |
| Job Title and Work Responsibilities: | Reason for Leaving: |

| | |
|---|--|
| 4. Company Name: | Telephone: () |
| Address: | Full Time / Part Time (Circle One) Employed: (Month/Year) From: To: |
| Name, Title and Phone Number of Supervisor: | Annual Salary/Hourly Rate: Start: Last: Bonus: |
| Job Title and Work Responsibilities: | Reason for Leaving: |

ADDITIONAL EMPLOYMENT INQUIRIES

All employers including your current employer may be contacted to verify the information you provide.

May we contact your current employer prior to any offer of employment? Yes No

Please identify any job from which you were fired, asked to resign or involuntarily separated and please describe what happened:

Please explain any gaps in your employment:

PROFESSIONAL REFERENCES

List three individuals, who are not related to you, with knowledge of your work as a professional. Business references preferred.

| Name | Occupation | Phone | Address | Years Known and Capacity |
|------|------------|-------|---------|--------------------------|
| | | | | |
| | | | | |
| | | | | |

EDUCATION & TRAINING

| Type of School (Please circle) | School Name, City, State, and Zip Code | Number of Years Completed | Did You Graduate? | Degree Awarded/ Pursued |
|--|--|---------------------------|---|----------------------------|
| University Post-Graduate Graduate Undergraduate | | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Current Student | |
| University Post-Graduate Graduate Undergraduate | | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Current Student | |
| High School | | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Current Student | |
| Business or Trade School | | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Current Student | |

PROFESSIONAL CERTIFICATIONS AND LICENSES

Please list all professional certifications relevant to the position for which you are applying, including date awarded and expiration date.

| Certification/License | Certification/License Number | Awarding Entity | Year Awarded | Expiration Date |
|-----------------------|------------------------------|-----------------|--------------|-----------------|
| | | | | |
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APPLICANT'S STATEMENT & ACKNOWLEDGMENT

THIS APPLICATION IS NOT COMPLETE UNTIL IT IS FULLY SIGNED AND ALL STATEMENTS BELOW HAVE BEEN READ AND INITIALED.

Initial: _____ I certify that all of the information I provided during the application process is true, complete, and correct to the best of my knowledge. I understand that any misrepresentation or omission of facts may result in refusal to hire or, if hired, may result in my dismissal at any time regardless of when the false answer or omissions are discovered.

Initial: _____ I recognize that this employment application is not an offer of employment. I agree that if I am hired by the Company, **I will be an at-will employee**, meaning that either the Company or I may end the employment relationship at any time with or without cause or notice (unless required by applicable law).

Initial: _____ If your application proceeds to the next step in the evaluation process, you may be asked to disclose your criminal history (if any) and/or to authorize us to conduct a background check that may include a review of your criminal history. We do not exclude applicants at any stage of the hiring process on the basis of criminal history alone (except where otherwise mandated by applicable law). Providing false information in connection with this process, including omitting relevant information or providing only partial information, will be grounds for terminating the application process or, if hired, terminating your employment.

Initial: _____ I understand and agree that if hired my wages, hours, working conditions, job assignment(s), benefits and compensation rate(s) will be subject to change by EDMC.

Initial: _____ I understand that if I am offered employment, I may be required to sign a non-solicitation and non-disclosure agreement, as a condition of the employment.

Initial: _____ I understand that EDMC may share the information contained in this application with other EDMC employees for employment and administrative purposes and hereby consent to such sharing.

Initial: _____ I hereby authorize EDMC to conduct any necessary investigation regarding my background as it relates to the position I am seeking and to the extent permitted by law. I agree to complete the authorization forms for the background check and drug test. I hereby authorize my former employers, my schools, issuers of my certifications and licenses and the persons I have named as references to disclose to EDMC any information they may have about me and I hereby release all parties from any liability in connection with the provision and use of such information. I understand that EDMC will use this information to confirm my eligibility for the position for which I have applied. Furthermore, I understand that any offer of employment or continued employment is contingent upon passing a background check and drug test in accordance with EDMC policy.

Initial: _____ I understand and expressly agree that if employed by EDMC, storage areas provided for me (locker, desk, etc.) are open to investigation by EDMC at any time, without prior notice to me. I understand and expressly agree that I have no expectation of privacy at work.

Initial: _____ I understand that smoking is prohibited in all indoor areas of EDMC unless designated smoking areas have been established by a particular office in accordance with applicable state and local law.

Initial: _____ **Massachusetts Applicants:** I understand that it is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability.

Initial: _____ **Maryland Applicants: I UNDERSTAND THAT UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT OR CONTINUED EMPLOYMENT, THAT ANY INDIVIDUAL SUBMIT TO OR TAKE A LIE DETECTOR OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100.**

Initial: _____ **Rhode Island Applicants:** EDMC is subject to Chapters 29-38 of Title 28 of the General Laws of Rhode Island, and is therefore covered by the state's workers' compensation law.

Initial: _____ **I agree that if I have any dispute with the Company arising out of my application for employment, including any ultimate hiring decision, or arising out of any employment with EDMC, I will use the Company's Alternative Dispute Resolution Policy. I further acknowledge that I have been given the opportunity to review the terms of the Company's Alternative Dispute Resolution Policy, a copy of the Policy as well as the opportunity to ask questions about the Policy.**

My signature below certifies that I agree to be bound by the terms and conditions stated in this application, which contains any and all the understandings between Education Management and me concerning the topics addressed herein, and supersedes any and all prior understandings between Education Management and me on such issues.

APPLICANT'S SIGNATURE

DATE

REVISED JUNE 2014

EDUCATION MANAGEMENT CORPORATION ALTERNATIVE DISPUTE RESOLUTION POLICY AND PROCEDURES

Policy Summary

Statement:

This policy is intended to create the exclusive means by which all work-related disputes between Education Management Corporation (and its related entities or asserted agents, hereinafter “the Company”) and its employees will be promptly addressed and fairly resolved.¹ Both the Company and the employee retain the right to file administrative charges with any federal, state, or local administrative agency with enforcement responsibilities. However, after exhaustion of the administrative process, any remaining issue or dispute between the Company and its employee shall be resolved exclusively through these dispute resolution procedures.

No employee will be harassed, intimidated, discharged, disciplined or otherwise retaliated against in any manner for utilizing these Alternative Dispute Resolution procedures. Accepting or continuing employment with the Company after receipt of this Policy constitutes agreement to abide by its terms. The term “employee” as used in this Policy includes current employees, former employees and applicants for employment.

Authority

This Dispute Resolution Policy is promulgated pursuant to, and governed by, the Federal Arbitration Act, 9 U.S.C. §§1-16.

Definitions:

The Policy:

This policy applies to the following individuals unless they are covered by (1) a collective bargaining agreement or (2) an employment agreement containing an arbitration provision:

- All full-time faculty and staff of EDMC and all of its subsidiaries employed on or after the Effective Date of this Policy.
- All part-time employees, adjunct faculty, and casual and student workers of EDMC and all of its subsidiaries employed on or after the Effective Date of this Policy.
- Applicants for employment with the Company who apply on after the effective date of this Policy.

Effective Date

This Policy is effective on and after July 1, 2012.

Dispute Levels

Disputes or claims asserted by either an employee or the Company fall into one of two levels:

¹ *Not covered by this Policy are claims for Unemployment Compensation, Workers Compensation and claims subject to different procedures contained in a Company Benefit Plan.*

- Level One Disputes: Claims alleging a violation of legally protected rights such as claims of employment discrimination, harassment, retaliation, wrongful termination or other alleged unlawful treatment, including asserted violations of state, local or federal law. By way of example, such claims include, but are not limited to, alleged violations of the Age Discrimination in Employment Act of 1967; the Civil Rights Acts of 1964 and 1991; the Americans with Disabilities Act and the 2008 amendments to same; the Rehabilitation Act of 1973; the Occupational Safety and Health Act; the Equal Pay Act; the Pregnancy Discrimination Act; the Family and Medical Leave Act; the Fair Labor Standards Act; Uniformed Services Employment and Reemployment Rights Act; the Employee Retirement Income Security Act of 1974; the Workers Adjustment and Retraining Notification Act; 42 U.S.C. §1981, or any alleged violation of public policy, any statutory or common law tort claims or alleged breach of contract claims, or any dispute arising out of the discipline, demotion or termination of any employee or any other personnel issue of a substantial nature. If not resolved sooner, Level One Disputes may be processed through all four Steps of the following Dispute Resolution Procedures.
- Level Two Disputes: Unless they involve a claimed violation of law, personnel issues of a lesser nature, for example, issues relating to salary adjustments, performance evaluation ratings, work schedule assignments, etc. are considered Level Two Disputes and if not resolved sooner may be processed only through Steps One and Two of the following Dispute Resolution Procedures.

Step One: Informal Resolution

Employees are encouraged to attempt to resolve any work place issue, if feasible, informally with their supervisor, with other members of management or with the assistance of the Human Resources or Employee Relations Department. This may be done either verbally or in writing.² All such disputes should be raised as soon as practical after the employee (or the Company) becomes aware of the problem.³ If such a resolution is not feasible, for example, because the decision at issue was made at a higher level, then the matter may proceed directly to Step Two.

Step Two: Submission to the Company's Senior Management

If not satisfactorily resolved in Step One, a dispute may be submitted in writing (on the form attached to this Policy as Appendix A) to the Vice President of Employee Relations for Education Management Corporation (hereafter "Senior Management"). Once again, this written submission of the dispute to Senior Management should occur as soon as it is determined that the matter will not be resolved at Step One. The written submission must clearly and concisely identify what the problem is and must specify what resolution the employee or Company seeks. Senior Management or its designee will respond in writing with his or her decision within 30 working days of receiving written notice of the dispute as provided above, or otherwise as agreed by the parties. If a Level One dispute is not resolved at this Step Two, it may proceed through Steps Three and Four.

² *Employees may also bring workplace concerns to management's attention through the Company's Hotline program. However, if the employee raising a concern is also seeking some form of relief from the Company, this Policy shall apply.*

³ *Employees should raise issues under Steps One, Two and Three of the Alternative Dispute Resolution Policy as soon as practical but in no event later than 1 year after the events giving rise to the dispute.*

Step Three: Mediation

If the dispute is not resolved as a result of Steps One or Two, then prior to proceeding to Arbitration, all parties are encouraged to participate in a formal Mediation session facilitated by a professional, neutral Mediator. Mediation is not mandatory but is strongly encouraged as an effective way to resolve disputes. In order to proceed to Mediation, both parties must elect, in writing, to participate in the Mediation. Mediation is not a mandatory prerequisite to Arbitration.

The Mediation will be held where the employee involved is or was employed, or as otherwise mutually agreed by the parties. If the parties elect Mediation, the employee is required to pay the sum of \$100 towards the Mediation costs. All other costs associated with the Mediation shall be borne by the Company. Both the employee and the Company shall submit in writing to the other the name(s) of one or more professional, neutral Mediators as a potential Mediator in the matter. The parties will exercise their best efforts to agree upon the selection of a Mediator. If the parties cannot agree upon the selection of a Mediator within thirty (30) days, then the parties may submit the matter to the American Arbitration Association (“AAA”) for the purpose of assisting with the appointment of a neutral Mediator.

The Mediator shall schedule the Mediation as expeditiously as possible. All parties will have the opportunity to attend and participate in the Mediation. Any party may be represented by counsel of his or her choosing, at his or her own expense. The Mediator shall direct how the Mediation will be conducted. As with all Mediations, any resulting resolution must be agreed to by the parties, which shall constitute a final and binding resolution of the matter.

Step Four: Binding Arbitration

1. If the matter is not resolved at Step One, Two, or Three (or if the parties do not avail themselves of these opportunities), then all covered disputes (see Level One Disputes, above) shall be submitted to Arbitration for final and binding resolution. This Arbitration Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law, and therefore this Arbitration Agreement requires all such disputes to be resolved only through final and binding Arbitration and not by way of court or jury trial. The Arbitrator(s) shall have the exclusive authority to resolve any dispute relating to the enforceability or coverage of this Arbitration Policy, including, without limitation, any assertion that one or more of its terms is invalid, unenforceable, unconscionable, void or voidable.

2. The Company and the employee agree that each may bring claims against the other in an individual capacity only, and not as a class representative or class member in any purported collective, class or representative proceeding. Further, unless both the Company and the employee agree otherwise, the Arbitrator may not consolidate more than one party’s claims into a single arbitration proceeding and may not otherwise preside over any form of a collective, class or representative proceeding.

3. Notwithstanding any other language contained in this Policy or any Company Employee Handbook or any other Company policy or practice, this Arbitration Agreement will not be unilaterally revised, modified or eliminated by the Company with respect to any covered dispute after that dispute has been submitted to Arbitration pursuant to this Arbitration Agreement. The Company will not revise,

modify or eliminate this Alternative Dispute Resolution Policy without giving at least thirty (30) days written notice to its employees.

4. The party bringing the claim must demand Arbitration in writing and deliver the written demand by hand or first class mail to the other party within the legally applicable statute of limitations period. An arbitration demand upon the Company should be addressed to the Vice President of Employee Relations. The Arbitrator(s) shall resolve all disputes regarding the timeliness or propriety of the demand for Arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that an Arbitration award to which that party may be entitled could be rendered ineffectual without such provisional relief.

5. Like Mediation, the Arbitration will be held in the location where the employee involved is or was employed, unless otherwise agreed to by the parties.

6. Each party to the Arbitration may be represented by counsel of its own choosing and will be responsible for resulting attorneys' fees, subject only to any remedies to which that party may later be entitled under applicable law and/or as ordered by the Arbitrator(s). The Company shall initially bear the remainder of the administrative costs associated with the conduct of the Arbitration, subject to: (1) a one time payment by the employee toward these costs equal to the filing fee then required by the court of general jurisdiction in the state where the employee in question works; and (2) any subsequent award by the Arbitrator in accordance with applicable law. Because the Company bears the majority of administrative costs associated with the conduct of the Arbitration, the Company may elect, at its sole discretion, to have the matter decided by a panel of three Arbitrators, instead of a single Arbitrator.

7. As with the selection of a Mediator, both the employee and the Company shall equally participate in the selection of the Arbitrator(s). Both the employee and the Company shall submit in writing to the other the name(s) of one or more professional, neutral Arbitrators as a potential Arbitrator in the matter. The parties will exercise their best efforts to agree upon the selection of an Arbitrator(s). If the parties cannot agree upon the selection of an Arbitrator(s) within thirty (30) days, then the parties may submit the matter to the AAA for the purpose of assisting with the selection of an Arbitrator(s). Unless the parties jointly agree otherwise, the Arbitrator(s) shall be either an attorney who is experienced in employment law and licensed to practice law in the state in which the Arbitration is held, or a retired judge. Except as provided in this Policy or as otherwise directed by the Arbitrator, the Arbitration shall be held in accordance with the then current Employment Arbitration Procedures of the AAA. The AAA rules are available at (www.adr.org/employment).

8. The parties will have the right to conduct adequate discovery, bring dispositive motions, and present witnesses and evidence as needed to present their claims and defenses. Any disputes in this regard shall be presented to and resolved by the Arbitrator(s).

9. The burden of proof shall be borne by the party asserting a claim.

10. The Arbitrator(s) may award any party any remedy to which that party is entitled under applicable law.

11. The Arbitrator(s) shall render a final and binding award based solely on the evidence

presented, and the applicable law, and the provisions contained herein. The award shall be rendered promptly and, unless otherwise agreed by the parties, no later than sixty (60) calendar days from the close of the Arbitration hearing. The award shall be in writing and signed and dated by the Arbitrator(s) and shall contain express findings of fact, the rationale for the award and, if necessary to dispose of any issues of law, conclusions of law and discussions of legal authorities. Except as may be permitted or required by law, neither a party nor an Arbitrator may disclose the existence, content, or results of any Arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the Arbitration. The award shall be final and binding on the Company and the employee and not subject to review or appeal, except as provided by the Federal Arbitration Act, 9 U.S.C. §§1-16, or in any instance where the Arbitrator(s) has exceeded the Arbitrator's authority as defined herein, including failure to follow applicable law.

12. This section entitled "Binding Arbitration" is the full and complete agreement between the Company and its employees relating to the resolution of employment-related disputes in Arbitration. In the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable.

APPENDIX A

SUBMISSION OF DISPUTE PURSUANT TO EDMC'S ALTERNATIVE DISPUTE RESOLUTION POLICY

I. Issue Being Submitted:

II. Employer Policy, Public Policy, Statute or Other Alleged Violation:

III. Relief Requested:

Employee Signature

Date

If you need more space to provide the information, please attach additional pages. Please submit this dispute to EDMC's Vice President for Employee Relations, 210 Sixth Avenue, 21st Floor, Pittsburgh, PA 15222.



FEDERAL WORK-STUDY ELIGIBILITY VERIFICATION

The majority of on campus jobs are Federal Work Study (FWS) eligible, meaning that those students who qualify for FWS will be given consideration over those students who do not qualify for FWS. As part of the application for student employment, your FWS eligibility status must be provided to the Position Supervisor during the interview process.

FWS is part of the financial aid package providing jobs for students with financial need, allowing them to earn money to help pay educational expenses. Income from FWS jobs does not affect future financial aid eligibility. The program is based on financial need and students must qualify to be accepted into the program. In order to qualify for FWS, students must apply for assistance through the Free Application for Federal Student Aid (FAFSA) program. FWS eligibility is determined by the information students provide on the FAFSA. Please speak with Jeff Clark, Director of Student Financial Services, for additional information on FWS.

STUDENT INFORMATION

Name _____ ID# _____
 Major: _____ Quarter/Level: _____ GPA: _____
 Position Applying For: _____ Department: _____

FEDERAL WORK STUDY (FWS) PROGRAM STUDENT GUIDELINES

1. Federal Work Study students are paid every two weeks through the company payroll. All payroll time must be completed via Kronos no later than noon on the last Friday in the pay period.
Important: if the time sheet is not completed on time, pay may be delayed until the next pay date.
2. All payroll time sheets must be approved by both the Federal Work Study student and an authorized supervisor before the payroll will be processed.
3. All payroll time must be completed accurately by the Federal Work Study student according to the instructions.
4. Per EDMC policy, Federal Work Study students are not to work more than 20 hours per week when school is in session
5. All Federal Work Study students should recognize their placement as a job. This means extending your federal work study employer every courtesy you would be expected to give an employer of a full-time job not involving federal work study.
 (For examples - Call when you will not be reporting to work as scheduled. When given a job to do - give it your best. If you have a problem, go to your supervisor to discuss it. Be respectful to your supervisor(s) and your co-workers.)
6. Federal Work Study students working for off-campus agencies will receive additional instructions relative to the employing agency.

I have read and understand the certification guidelines of participating in the federal work study program.

_____ Date _____
 Student Signature

This student is authorized to work as a FWS student employee(attach letter)

| Date | YES | NO | Fiscal Year | Amount | Signature of AiPittsburgh Representative Confirming Eligibility |
|------|-----|----|-------------|--------|---|
| | | | | | |
| | | | | | |

For those students applying for Federal Work-Study positions and are not eligible, prior approval must be granted by The Art Institute of Pittsburgh’s President and Director of Administrative & Financial Services prior to the beginning of the student’s employment.

Reason for necessity of Non-Federal Work-Study Employment: _____

_____ Date _____ Signature of AiPittsburgh DAFS Date _____
 Signature of AiPittsburgh President