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# WAGE ADVANCE AND AUTHORIZATION OF PAYROLL DEDUCTION

On \_\_\_\_\_, 20\_\_\_\_,

I, \_\_\_\_\_,  
(Last Name, First Name)

requested that ASA College ("ASA") loan me the gross total sum of \$\_\_\_\_\_ as an advance on my future accrual of vacation days. ASA has agreed to provide that advance in the amount requested on the pay date scheduled for \_\_\_\_\_, 20\_\_\_\_ after my execution of this Authorization.

I acknowledge that I have no current outstanding advances from ASA.

These deductions will be made from my future accruals of vacation day leave, or from wages or salary at termination of employment (see below). These deductions will commence on the payroll period beginning \_\_\_\_\_, 20\_\_\_\_ and continue for \_\_\_\_\_ payroll periods ending on \_\_\_\_\_, 20\_\_\_\_. I understand that I am paid bi-weekly. ASA will not make more than one deduction for an advance per payroll period.

I understand that I may contest any deduction that I believe is not in accordance with the terms of this deduction agreement. I also understand that this Authorization to make deductions for my advance can be revoked by me in writing submitted to Director of Human Resources prior to the actual provision of the money to be advanced to me. I understand that after I have signed this Authorization and the advance has been made to me, I cannot revoke this Authorization.

Following my receipt of the advance, if I choose to dispute the deduction under the dispute procedure, ASA shall cease deductions until it has provided a response to me and any adjustments deemed appropriate by ASA have been made. I have been given a copy of ASA's applicable dispute procedure (attached hereto) and any delay in repayment caused by my giving notice of a dispute pursuant to that procedure shall extend the authorized time frame within which ASA may recover the advance through deductions.

I further acknowledge that should my employment with ASA terminate prior to satisfying my obligation to repay the advance in full, the remaining balance of the advance will become immediately due and may deducted from my wages or salary in my final paycheck. In the event the monetary sum remaining on my advance exceeds the sum of my final paycheck, I agree to repay ASA via personal check by no later than ten (10) days following my termination date. Moreover, nothing herein shall limit ASA's right to recover amounts advanced to me in a civil action should I fail to pay it all amounts due and owing for the advance.

I have been given the opportunity to thoroughly review this Authorization. I am voluntarily signing this Authorization after reviewing the attached notice of all terms and conditions.

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
ASA College Representative

\_\_\_\_\_  
Date

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81 Willoughby Street  
Brooklyn, NY 11201  
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**MIDTOWN MANHATTAN**  
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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



## PROCEDURES TO DISPUTE A SALARY ADVANCE PAYROLL DEDUCTION (INCLUDING ADVANCE OF VACATION LEAVE)

An employee may contest a deduction in connection with an advance of wages (which includes advances of vacation leave) (hereafter “the deduction”) by following the procedures set forth below.

1. To contest the deduction, the employee must file a written notice of dispute with the Director of Human Resources within one (1) week after the employee realizes that the amount and/or frequency of deductions concerning the advance are not in accordance with the terms of the written agreement authorizing the deductions.
2. In all cases, the employee’s notice of dispute must set forth the basis of his/her dispute as to the amount or frequency of the deduction(s) for the advance. In the event the employee submits a notice of dispute under these Procedures, ASA will cease taking deductions until after it provides a response to the employee in accordance with step 3, below, and after any appropriate adjustments have been made in accordance with the response.
3. The Director of Human Resources or his designee will provide the employee with a written response after receipt of the employee’s notice of dispute. The response will address the issues raised by employee and indicate the College’s position, including whether the College agrees or disagrees with employee’s position(s) and will provide a reason why the College agrees or disagrees. If the College agrees with the employee’s position, in whole or in part, the College will make any appropriate adjustments with the first reasonably practicable payroll period thereafter.
4. Any delays in repayment caused by use of this dispute procedure shall extend the authorized timeframe within which the employer may recover the advance through deductions.

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