

# ENROLLMENT AGREEMENT



A branch of The Art Institute of Houston, TX

101 W. LOUIS HENNA BLVD. | SUITE 100 AUSTIN TEXAS 78728  
Toll-Free: 1-866-583-7952 | www.artinstitutes.edu/austin

## Start Dates:

- |   |   |
|---|---|
| <input type="checkbox"/> January 12, 2009 WINTER I    | <input type="checkbox"/> July 13, 2009 SUMMER I     |
| <input type="checkbox"/> February 19, 2009* WINTER II | <input type="checkbox"/> August 2, 2009* SUMMER II  |
| <input type="checkbox"/> April 6, 2009 SPRING I       | <input type="checkbox"/> October 5, 2009 FALL I     |
| <input type="checkbox"/> May 14, 2009* SPRING II      | <input type="checkbox"/> November 12, 2009* FALL II |

\* The maximum number of credits available during this abbreviated quarter does not meet the definition of full course of study for applicants requiring student non-immigrant status. Applicants seeking student non-immigrant status therefore cannot start school in these quarters.

Student Name \_\_\_\_\_  
(Last Name) (First Name) (Middle)

Address \_\_\_\_\_  
(Street or P.O. Box)

(City) (State) (Zip)

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Program: \_\_\_\_\_

Start Date: \_\_\_\_\_ Admissions Representative: \_\_\_\_\_

Do Not Write in this Area

ADA Initials \_\_\_\_\_ ADA Number \_\_\_\_\_ ID# \_\_\_\_\_

## Major Program For Which You Are Applying (Check one):

### BACHELOR OF SCIENCE DEGREE PROGRAMS:

- Audio Production, BS**  
Twelve 11-week quarters (132 weeks, 180 credits)
- Fashion & Retail Management, BS**  
Twelve 11-week quarters (132 weeks, 180 credits)

### ASSOCIATE OF APPLIED SCIENCE DEGREE PROGRAMS:

- Graphic Design, AAS**  
Seven 11-week quarters (77 weeks, 105 credits)
- Web Design & Interactive Media, AAS**  
Seven 11-week quarters (77 weeks, 105 credits)

### BACHELOR OF FINE ARTS DEGREE PROGRAMS:

- Graphic Design, BFA**  
Twelve 11-week quarters (132 weeks, 180 credits)
- Interior Design, BFA**  
Twelve 11-week quarters (132 weeks, 180 credits)
- Media Arts & Animation, BFA**  
Twelve 11-week quarters (132 weeks, 180 credits)
- Photography, BFA**  
Twelve 11-week quarters (132 weeks, 180 credits)
- Web Design & Interactive Media, BFA**  
Twelve 11-week quarters (132 weeks, 180 credits)

The current tuition and fees applicable to The Art Institutes programs are as follows<sup>1</sup>:

## FINANCIAL INFORMATION

Current Schedule of Charges

	Audio Production (BS)	Fashion & Retail Management (BS)	Graphic Design (BFA)	Web Design & Interactive Media (BFA)	Interior Design (BFA)	Media Arts & Animation (BFA)	Photography (BFA)	Graphic Design (AAS)	Web Design & Interactive Media (AAS)
Number of Quarters	12	12	12	12	12	12	12	7	7
Number of 1st Quarter Credits	16	16	16	16	16	16	16	16	16
Application Fee	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Tuition Deposit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Tuition per Quarter	\$7,280	\$7,280	\$7,280	\$7,280	\$7,280	\$7,280	\$7,280	\$7,280	\$7,280
Student Activity Fee <sup>2</sup>	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Starting Kit <sup>3</sup> w/taxes (optional)	\$1,460	\$480	\$405	\$405	\$542	\$405	\$2,105	\$405	\$405
Computer Lab Fee (per quarter) <sup>6</sup>	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Total for First Quarter <sup>4</sup>	\$7,380	\$7,380	\$7,380	\$7,380	\$7,380	\$7,380	\$7,380	\$7,380	\$7,380
Total Tuition & Fees for Program <sup>1,5,7</sup>	\$82,690	\$82,690	\$82,690	\$82,690	\$82,690	\$82,690	\$82,690	\$48,225	\$48,225
Tuition charge per credit hour	\$455	\$455	\$455	\$455	\$455	\$455	\$455	\$455	\$455
Credit Hours	180	180	180	180	180	180	180	105	105

- Based on current credit hour rate. Total cost will increase with each per credit hour tuition increase.
- The Student Activity Fee is used to fund the administration and function of extracurricular student activities. It is a one time fee paid upon enrollment.
- Kit prices are subject to change. Kit prices do not include textbooks as textbooks are purchased separately from the Supply Kit.
- Not including supply kit
- Not including supply kit

- The lab fees will be treated as part of tuition for refunding purposes.
- The above total tuition costs may increase if transitional study classes are needed. The total cost will also increase with each per credit hour tuition increase.

Note: The Student Financial Plan Projection is an addendum to this Enrollment Agreement.

I understand that I am responsible for tuition and fees pertaining to the program's required course of study. The tuition and fees contained in this Enrollment Agreement are subject to change. The per credit hour rate is subject to an increase at least once per calendar year which will increase the total amount for the program. The adjustment prior to the per credit hour rate may occur before I begin classes and my program will be calculated using the new rate. Any changes to tuition and fees will be published to students.

## ESTIMATED QUARTERLY SUPPLY AND TEXT COSTS

**Audio Production (BS)**  
Quarterly Supplies: \$150  
Quarterly Text: \$250

**Fashion & Retail Management (BS)**  
Quarterly Supplies: \$325  
Quarterly Text: \$250

**Graphic Design (AAS,BFA)**  
Quarterly Supplies: \$250  
Quarterly Text: \$250

**Interior Design (BFA)**  
Quarterly Supplies: \$325  
Quarterly Text: \$250

**Media Arts & Animation (BFA)**  
Quarterly Supplies: \$250  
Quarterly Text: \$250

**Photography (BFA)**  
Quarterly Supplies: \$350  
Quarterly Text: \$350

**Web Design & Interactive Media (AAS,BFA)**  
Quarterly Supplies: \$150  
Quarterly Text: \$250

## THE APPLICATION PROCESS

An application for Admission and Enrollment Agreement must be completed and signed by the applicant (and parent or guardian if applicable), and sent to The Art Institute of Austin with a \$50.00 application fee. The Art Institute of Austin requires a payment of \$100.00 tuition deposit within 10 days after the Enrollment Agreement has been submitted. Prospective students are encouraged to visit The Art Institute of Austin, although it is not a condition for submitting the Application for Admissions and the Enrollment Agreement. Arrangements for an interview and tour of The Art Institute may be made by telephone, or the applicant may write to: Director of Admissions, The Art Institute of Austin, 101 W. Louis Henna Blvd., Suite 100, Austin, Texas 78728

**NOW, THEREFORE**, having read and received a copy of this Enrollment Agreement and intending to be legally bound by it, the parties have signed this Enrollment Agreement on the dates below written.

\_\_\_\_\_  
Student Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Parent's (or Guardian's) Signature (If Applicant is under 18 years of age) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Parent's (or Guardian's) Address \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Accepting Official from School \_\_\_\_\_

\_\_\_\_\_  
Title of Accepting Official \_\_\_\_\_

## ENGLISH LANGUAGE PROFICIENCY POLICY

All applicants to The Art Institute of Austin whose first language is not English must demonstrate competence in the English language. Demonstration that English is an applicant's "first" language can be satisfied if the applicant submits a diploma from a secondary school (or above) in a system in which English is the official language of instruction. If English is not the applicant's "first" language, the applicant will need to meet the minimum English Language Proficiency standard through submission of an official minimum score on the Test of English as a Foreign Language (TOEFL) or its TOEFL equivalent. The minimum TOEFL score required is 61 (i-BT), 173 (computer), or 500 (paper) for all programs. Applicants should contact the Admissions Office to determine other examinations for which official scores, equivalent to TOEFL, are acceptable as an alternative to TOEFL.

## ACCREDITATION AND LICENSING

The Art Institute of Austin is a branch campus of The Art Institute of Houston. The Art Institute of Houston is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate and baccalaureate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of The Art Institute of Houston.

The Texas Higher Education Coordinating Board has granted a Certificate of Authority to The Art Institute of Austin to award the Associate of Applied Science, Bachelor of Fine Arts and Bachelor of Science degrees with programs in Audio Production, Graphic Design, Interior Design, Media Arts & Animation, Photography, Fashion & Retail Management, and Web Design & Interactive Media.

## TRANSITIONAL STUDIES

The Art Institute of Austin tests incoming students as to their preparedness to undertake college-level coursework in English and/or mathematics. Students found to be deficient in English or math may be required to enroll in from one to three transitional study courses offered by the school. Such courses are three (3) quarter credits in length and are charged at the current per credit charge.

You, the student (buyer), may cancel this transaction by signing below and returning this form to The Art Institute of Austin at any time prior to midnight of the fifth (5th) business day after the Enrollment Agreement is signed.

\_\_\_\_\_  
Date of this Transaction \_\_\_\_\_ Last Date of Cancel this Transaction \_\_\_\_\_

**I wish to cancel this transaction with The Art Institute of Austin.**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

## STUDENT’S RIGHT TO CANCEL

You, the student, may cancel your enrollment without any penalty or obligation at any time prior to midnight of the fifth business day after signing this Enrollment Agreement. You may also cancel your enrollment if upon a doctor’s order, you cannot physically receive the services, or you may cancel your enrollment if the services cease to be offered. If you cancel your enrollment for either of these reasons, The Art Institute of Austin may keep only a portion of the tuition or other charges. Please do not sign this Enrollment Agreement before you read it in its entirety. You will be given an exact copy of the Agreement you sign. Please also note that the provisions of any attached rider(s) signed by you are also part of the Enrollment Agreement.

## STUDENT ACKNOWLEDGMENTS

I have received and read a copy of The Art Institutes current catalog, the provisions of which I accept. I have read and understand all provisions of this Agreement and I have been given a copy of it for my records. (Parents must also sign if you are under 18 years of age). I understand that my enrollment and The Art Institutes obligations under this Enrollment Agreement (except the cancellation and refund—provisions) may be terminated by The Art Institute if I fail to comply with The Art Institutes attendance, conduct, academic, and/or financial requirements. I understand that The Art Institute also reserves the right to cancel my enrollment if The Art Institute determines that I have demonstrated poor academic potential (as determined through entrance testing, evaluation of transcript records or any other academic evaluations deemed appropriate for the program selected), and/or that I do not meet all financial obligations related to enrollment and continuing enrollment. I understand that my financial obligations to The Art Institute must be paid in full before a diploma or degree may be awarded and before transcripts will be issued.

I accept that, to the extent permitted by law, I am responsible for all reasonable collection agency and attorney fees incurred in attempting to collect my unpaid debt to The Art Institute of Austin. The Enrollment Agreement and catalog, together with other published Art Institute policies and procedures and separate student housing agreement, if any, shall constitute the entire agreement between the student and The Art Institute. I understand and agree that they supersede any prior or contemporaneous oral or written agreements or statements and may not be modified without the written agreement of the President of The Art Institute of Austin. I also understand that this Agreement constitutes a binding contract upon acceptance by The Art Institute. If I elect a financial aid plan, the plan will be in compliance with the Federal Truth in Lending retail installment requirements and the plan becomes a part of this Enrollment Agreement.

This contract or note is for future consumer services and puts all assignees on notice of the consumer’s right to cancel under Texas’ fair trade practices rule.

## FEES & SUPPLIES

An Application for Admission and Enrollment Agreement must be completed and signed by the applicant (and parent or guardian if applicable) and sent to The Art Institute of Austin with a \$50 application fee.

Starting kit prices are subject to change. The optional starting kit includes materials) necessary for most first-quarter courses of study, courses. General Education textbooks may be purchased separately. It also contains expendable supplies that will need to be replenished at the student’s expense. The starting kit is optional and consists of basic equipment, and materials required for beginning each program. A list of the components of the starting kit is provided to each enrolled student. These materials may be purchased at The Art Institute or at most supply stores. In subsequent quarters, students will need to purchase additional textbooks and materials.

First quarter tuition and fees for new students become due 60 days prior to entry. Thereafter, quarterly tuition for each succeeding quarter is due upon registration. A student may not register for any academic quarter of study unless all tuition and fees due have been paid, or unless the student has made arrangements for an approved alternative payment plan.

Tuition is charged on a quarter-by-quarter basis. Students are not obligated beyond the quarter they are currently attending. The Art Institute may extend students credit during periods when financial aid application materials are in process and/or provide students with the convenience of paying their balance of costs through periodic payments. Should a student withdraw from the program for any reason prior to the disbursement of financial aid funds, the student is responsible for any remaining account balance. The Art Institute reserves the right to withdraw extension of credit for any reason of non-payment or default of such payments. Non-payment of account to The Art Institute may result in additional collection costs to the fullest extent permitted by applicable law.

## INTEREST CHARGED ON ANY OUTSTANDING BALANCES

For any students enrolling, re-enrolling, or changing their academic program, the student understands and agrees that he/she will be liable for interest charges. Interest charges will be assessed on his/her account balance until the balance is paid in full. Interest will be charged at 12% per annum on the student’s adjusted outstanding balance at the end of each month. The adjusted outstanding balance is defined as all charges incurred by the student for attendance at the school (including any transfer balances or prior balances on the student’s previous education) at the end of the prior month, including but not limited to tuition, fees, housing charges, late registration fees, fines, damages, etc., less the total amount paid to the student’s account at the end of the current month including financial aid that the student has been awarded but has not been paid for the quarter provided that the student and/or the student’s parent(s) have completed all the requirements for the award. The student understands and agrees that his/her adjusted outstanding balance is different from his/her student payment plan and that the student’s financial aid award may be reduced or eliminated if the student does not complete all of the requirements for financial aid.

## REFUND POLICY

In all cases, refunds will meet or exceed the requirements of TEC Section 132.061.

As allowed under federal, state, and accreditation agency rules, the refund policy may be changed. Students will be notified 60 days in advance of any changes.

### Refund Policy Prior to Matriculation

Applicants may cancel their enrollment in person or in writing before the beginning of classes. An applicant not requesting cancellation before the scheduled starting date indicated on this Enrollment Agreement will be considered a student.

- All monies paid by applicants will be refunded if they are not accepted for admission.
- All monies paid by the applicant will be refunded if requested by the applicant in writing within five business days after signing this Enrollment Agreement and making an initial payment.
- Applicants requesting cancellation more than five business days after signing the Enrollment Agreement will receive a refund of all monies paid to The Art Institute, less the \$50 application fee. If an applicant decides to reactivate their enrollment within 4 class start dates from their initial enrollment date (initial enrollment date included in the 4 class start dates), the applicant will not have to re-submit the \$50 application fee and the.
- Applicants who postpone starting school after the original start date noted on the Enrollment Agreement are required to reapply and will be subject to the tuition,

fees, and other conditions on the revised Enrollment Agreement.

- Refunds will be made within 30 calendar days after the applicant’s/student’s request or within 30 calendar days after his/her first scheduled class day.

### Refund Policy After Matriculation, All Quarters

In the event of withdrawal by the student or termination by The Art Institute during any quarter of study:

- Prepaid tuition and fees for any period beyond the student’s current quarter will be refunded in full.
- The Art Institute shall determine the date of withdrawal from within 15 days after the last date of attendance and shall pay the refund within 30 days of making that determination. The refund shall be paid to the student, unless payment to a lender or other entity is required by the terms of a student financial aid program in which the school participates.
- The student may voluntarily withdraw from school by notifying the Registrar’s office in person or in writing. The termination date will be the student’s last date of attendance, unless earlier written notice is received. For a student who attended a previous quarter of study and did not indicate that s/he was not returning, refunds will be made within 30 days of the first scheduled day of class in the quarter in which the student was expected to return.
- For students on an approved medical leave who fail to show up for class following conclusion of their leave, refunds will be made within 30 days from their first scheduled class day.
- In the event of a fully documented extreme illness or personal emergency that makes it impractical for the student to complete the program, The Art Institute may modify the tuition refund policy as deemed appropriate to the circumstances.
- A separate lease agreement and refund policy exists for students who lease housing accommodations arranged by The Art Institute. The Art Institute reserves the right to apply any student payment, or any refund due to a student, to any student financial account that is in arrears.
- Each academic quarter is 11 weeks in duration. The calculation of refunds is based upon the last day of attendance within the quarter. Any portion of a week’s attendance is considered a full week of attendance for refund purposes.
- In the event The Art Institute cancels or changes a course or program of study in such a way that a student who had started the program or course is unable to complete it, The Art Institute will refund all monies paid by the student for the course or program within 30 days.
- Examples of the calculation of the tuition and fee refund policy are available upon request from the Student Accounting office.
- Students may drop/add classes during the first week of the quarter and tuition will be adjusted accordingly. Students may not add classes to their schedule after the first week of the quarter. Tuition will not be adjusted for any classes dropped after week one unless the student completely withdraws from the program (see refund policy below).
- Any changes made to a student’s schedule may change the student’s financial aid eligibility.

Information in the catalog or student handbook will apply except for the following changes specific to Session II classes.

Add/Drop period is two days from the start of Session II classes. If you drop or add one or more classes your financial aid eligibility may change. Please see your Financial Aid Officer before you drop or add a class.

### Refund Policy For Online Course Withdrawal

Students who withdraw from a Session I or Session II online course after the drop/add period are treated the same way as if they withdrew from an on-ground class. Session II classes begin the day after the Session I classes end and runs five and a half weeks. The ending date of the second session may not coincide with ending date of the on-ground classes.

### Return of Federal Title IV Aid

A percentage of Federal Title IV Aid will be returned if the student withdraws during the first 60% of the quarter. The amount returned will be based on the percentage of days remaining in the quarter. The school will determine the calendar days completed in the quarter divided by the total number of calendar days in the quarter. If the amount is less than or equal to 60%, then that percent of the Federal Title IV Aid received is the amount that can be retained. The difference will be returned to the Federal Title IV Aid program from which funds were received in this order: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan, Pell Grant, ACG Grant, SMART Grant, SEOG.

If Federal Title IV Aid funds have been disbursed to the student, and if the student withdraws during the first 60% of the quarter, the student may be required to return some of those funds. If this is the case, the school will notify the student regarding how much is owed, and how it is to be returned.

The Return of Title IV Calculation as described in the Enrollment Agreement for the Session II classes will apply using the Session II start and end dates.

### Adjustment Of Charges For Session I & II

In accordance with school policy, if a student withdraws from school, the school will earn tuition and fees as follows, based on the week in which the student withdraws:

- Week One – 25%
- Week Two – 50%
- Week Three – 75%
- After Week Three – 100%

The Art Institute will first calculate what amount needs to be returned under the federal return of Title IV Aid Policy. The amount will then be subtracted from the amount that was paid for the quarter of withdrawal to get the adjusted amount paid. The Art Institute will then calculate how much of the charges can be retained based on the school policy. The amount that can be retained will be subtracted from the adjusted amount paid. If there is additional money to be refunded from Federal funds after calculating the Return of Title IV formula and the refund policy, the refund will be made to the student, or, with the student’s authorization, to the Federal loan program(s) in the following order, up to the amount received, for the term of withdrawal: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan. If there is an additional credit balance made up of non-Title IV funds, it will be refunded in the following order, up to the amount received for the term of withdrawal: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan, other loans, other aid (if required), and student.

All refunds and return of funds will be made within 30 days of the date that the student notifies the school of the withdrawal. Examples of the calculations for this policy are available in the Student Accounting Office.

In the event enrollment was procured as a result of any misrepresentation in the school’s advertising or promotional material of the school, or a representative of the school, The Art Institute will provide a full refund. The Art Institute may change the refund policy with 60 days notice.

## SUPPLY STORE RETURN POLICY FOR SESSION I & II

If complete kit is returned to the Supply Store in re-saleable, completely unused condition within 21 days of withdrawal, a credit will be given.

## GENERAL INFORMATION AND UNDERSTANDINGS

### Student’s Right to Know

Information on graduation completion rates for first-time, full-time students is available through the Admissions Office. These rates are calculated according to guidelines in the “Student-Right-to-Know Act.”

### Handling Of Student Complaints

Questions or concerns regarding The Art Institute’s compliance with the terms of this Enrollment Agreement may be directed to the Director of Admissions at The Art Institute of Austin. Questions or concerns that are not satisfactorily resolved by The Art Institute officials may be brought to the attention of the Commission on Colleges of the Southern Association of Colleges and Schools, 1866 Southern Lane, Decatur, GA 30033-4097 or call 404-679-4500.

### Arbitration

You and The Art Institute of Austin agree that any dispute or claim between you and The Art Institute of Austin (or any company affiliated with The Art Institute of Austin, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this enrollment agreement or, absent such agreement, your enrollment or attendance at The Art Institute of Austin, whether such dispute arises before, during, or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at yours or The Art Institute of Austin’s election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein.

If you decide to initiate arbitration, you may select either, JAMS or the National Arbitration Forum (“NAF”) to serve as the arbitration administrator pursuant to its rules of procedure. If The Art Institute of Austin intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with The Art Institute of Austin, and you will have 20 days from the date of the letter to select one of these organizations as the administrator. If you fail to select an administrator within that 20-day period, The Art Institute of Austin will select one. The Art Institute of Austin agrees that it will not elect to arbitrate any individual claim of less than \$5,000 that you bring in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures). If that claim is transferred or appealed to a different court, however, or if your claim exceeds \$5,000, The Art Institute of Austin reserves the right to elect arbitration and, if it does so, you agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

**IF EITHER YOU OR The Art Institute of Austin CHOOSES ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR’S AWARD). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR The Art Institute of Austin WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the federal judicial district in which you reside. Upon your written request, The Art Institute of Austin will pay the filing fees charged by the arbitration administrator, up to a maximum of \$3,500 per claim. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators’ fees, and attorney, expert, and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

The Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of your relationship with The Art Institute of Austin. If you have a question about the arbitration administrators mentioned above, you can contact them as follows: JAMS, 45 Broadway, 28th Floor, New York, NY, 10006, www.jamsadr.com, 800-352-5267; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN, 55405, www.arb-forum.com, 800-474-2371

The above supersedes any inconsistent arbitration provision published in any other document.

### Transferability Of Credits

The Art Institute of Austin is authorized by the Texas Higher Education Coordinating Board to confer the Bachelor of Fine Arts, Bachelor of Science, Associate of Applied Arts and, Associate of Applied Science degrees, and accredited by the Commission on Colleges of the Southern Association of Colleges and Schools, an accrediting agency recognized by the United States Department of Education. However, the fact that a school is authorized and accredited is not necessarily an indication that credits earned at that school will be accepted by another school.

In the U. S. higher education system, transferability of credit is determined by the receiving institution taking into account such factors as course content, grades, accreditation, and licensing. The mission of The Art Institute of Austin is to help you to prepare for entry-level employment in your chosen field of study.

The value of degree programs like those offered by The Art Institute of Austin is their deliberate focus on marketable skills. The credits earned are not intended as a stepping stone for transfer to another institution. For this reason, it is unlikely that the academic credits you earn at The Art Institute of Austin will transfer to another school. Programs offered by one school within The Art Institutes system may be similar to but not identical to programs offered at another school within the system. This is due to differences imposed by state law, use of different instructional models, and local employer needs. Therefore, if you decide to transfer to another school within The Art Institutes system, not all of the credits you earn at The Art Institute of Austin may be transferable into that school’s program.

If you are considering transferring to either another school within The Art Institutes system or an unaffiliated school, it is your responsibility to determine whether that school will accept your credits from The Art Institute of Austin. We encourage you to make this determination as early as possible. The Art Institute of Austin does not imply, promise, or guarantee transferability of its credits to any other institution.

## Housing

A housing deposit is due within 30 days of application in order to reserve a place in student housing. The deposit is \$200 for the 4 student/2 bedroom apartment, or \$400 for the 2 student/1 bedroom apartment. \$50 of the deposit is non-refundable. School-sponsored housing costs are in addition to tuition and a separate agreement is entered into for that purpose. See the Housing Office for details.

## Employment Assistance

The Art Institute does not guarantee employment or any particular level of compensation following graduation. The Art Institute does, however, offer assistance in finding employment to all eligible graduates at no additional charge. Graduates who confine employment considerations to the metropolitan area served by The Art Institute may limit the particular employment opportunities available to them.

## Policies and Procedures

The student is enrolled on a continuing quarter-by-quarter basis and agrees to comply with all published Art Institute policies and procedures. The Art Institute reserves the right to add, delete or modify its policies and procedures.

## Student Withdrawal

The student may voluntarily withdraw from school by notifying the Office of the Registrar in writing or in person. The refund policies outlined above shall apply in the event that a student withdraws, is suspended or is terminated from school.

## Class Sessions

Classes are in session six days a week, Monday through Saturday. Students are scheduled by The Art Institute to meet their total weekly hour requirement through a combination of morning, afternoon, and evening classes. The weekly hour requirement is scheduled to be completed in a minimum of 3 days and a maximum of 5 days during each week. Individual times and days of attendance vary by department and quarter level and are assigned and generally announced to students in advance of each quarterly start date. The Art Institute reserves the right to change a student’s class session schedule from time to time, according to classroom, studio, shop and/or lab availability, and academic and student distribution circumstances. From time to time, instructional activities may occur at an off-campus location appropriate for the particular activity.

## Instructional Equipment

Instructional equipment will be made available according to the program curriculum to enable the student to acquire an understanding of those fundamental principles of such equipment that the student would be expected to encounter in an entry-level position in the field. Such equipment must be shared by students; accordingly, The Art Institute cannot guarantee students hands-on usage of such equipment beyond that called for in the curriculum. To complete the requirements of his/her program, the student may have to schedule use of the equipment outside normal class hours.

## Homework

In addition to regular attendance at scheduled classes, the student will be required to devote additional time each week outside the classroom studying and working on assigned projects.

## Curriculum

The Art Institute reserves the right to revise course contents, course titles, and the sequencing of classes, subject to applicable regulatory approval.

## Requirements For Graduation

- To be qualified to graduate, a student must:
1. Receive a passing grade or credit for all course work;
  2. Achieve a minimum CGPA of 2.0;
  3. Satisfy the required standards set by The Texas Higher Education Coordinating Board for Texas Success Initiative or meet the criteria for exemptions prescribed by THECB;
  4. Satisfy all financial obligations to The Art Institute.

## Cancellation Of Start Date

Cancellation of a scheduled class start date for any program shall entitle the enrollee to elect either: (1) a guaranteed reservation in the next scheduled class for that program, or (2) cancellation of enrollment with a full refund of all monies paid.

## Non-Discrimination

The Art Institute does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, age, sexual orientation, disability, or any other characteristic protected by state, local or federal law in the administration of any of its educational programs or activities, or with respect to admission or employment.

For information on The Art Institute’s equal opportunity policy and grievance procedure, please contact the Dean of Academic Affairs, The Art Institute of Austin, 100 Farmers Circle, Suite 100, Austin, Texas 78728 Call toll free 1-866-583-7952.

## Sale, Discount Or Transfer Of Agreement

The student consents to the sale, discount, or other transfer of this Agreement with the understanding that in such event, the cancellation and refund policies would continue to apply.

## Non-Payment Of Charges

Non-payment of tuition, housing, fees and/or other charges due to The Art Institute of Austin will result in the student being obligated for additional collection costs, collection agency costs, and legal costs. In addition, we reserve the right to report your failure to pay amounts owed to one or more national credit bureau organizations and not release your academic transcript until all your debts to us are paid in full.

For checks issued to The Art Institute of Austin that are returned due to insufficient funds, a \$25.00 processing fee may be charged. When a check is returned, the college reserves the right to require payment by cash or certified funds.

## Holder In Due Course

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor obtained pursuant here to or with the proceeds here of. Recovery here under by the debtor shall not exceed the amounts paid by the debtor here under.

## Other Information

Student “Right to Know” information that outlines graduation and placement rates is available through the Registrar’s Office.